

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
KANSAS CITY DIVISION**

In re:	)	
	)	Chapter 11
INTERSTATE BAKERIES	)	Case No. 04-45814 (JWV)
CORPORATION, <u>et al.</u> ,	)	
	)	Jointly Administered
Debtors.	)	

**AMENDED JOINT PLAN OF REORGANIZATION OF INTERSTATE  
BAKERIES CORPORATION AND ITS AFFILIATED DEBTORS  
AND DEBTORS-IN-POSSESSION DATED OCTOBER 31, 2008**

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## INTRODUCTION

Interstate Bakeries Corporation (“IBC”) and eight of its direct and indirect subsidiaries and affiliates, debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned jointly-administered chapter 11 reorganization cases, hereby propose the following reorganization plans for the resolution of outstanding creditor claims and equity interests against each of the Debtors. This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. Therefore, except as expressly provided in Section 3.3 herein, the classifications set forth in Section 3.2 herein shall be deemed to apply separately with respect to each plan proposed by each Debtor.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, business, properties, results of operations, projections for future operations, risk factors, and a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. Each Debtor is a proponent of the plan contained herein within the meaning of section 1129 of the Bankruptcy Code. Capitalized terms used but not defined in this Introduction have the meanings ascribed to them in Article I of this Plan. The Debtors who are proponents of this Plan, their chapter 11 case numbers, and their jurisdictions of incorporation or formation are as follows:

<u>Debtors (state of formation or incorporation)</u>	<u>Bankruptcy Case No.</u>
Interstate Bakeries Corporation (Delaware)	Case No. 04-45814 (JWV)
Interstate Brands Corporation (Delaware)	Case No. 04-45816 (JWV)
IBC Sales Corporation (Delaware)	Case No. 04-45817 (JWV)
IBC Trucking, LLC (Delaware)	Case No. 04-45818 (JWV)
New England Bakery Distributors L.L.C. (Connecticut)	Case No. 04-45819 (JWV)
Baker’s Inn Quality Baked Goods, LLC (Delaware)	Case No. 04-45820 (JWV)
IBC Services, LLC (Missouri)	Case No. 04-45821 (JWV)
Armour and Main Redevelopment Corporation (Missouri)	Case No. 04-45822 (JWV)
Mrs. Cubbison’s Foods, Inc. (California)	Case No. 06-40111 (JWV)

This Plan contemplates the reorganization of each of the Debtors upon consummation of this Plan and the resolution of the outstanding Claims against and Interests in the Debtors pursuant to sections 1123, 1129 and 1141 of the Bankruptcy

Code. This Plan further contemplates that holders of Prepetition Lender Claims will receive a distribution consisting of the New Third Lien Term Loan, \$85,800,000 in aggregate principal amount of the New Convertible Secured Notes and Series E Warrants representing 1.5% of the fully-diluted equity interests of Reorganized IBC (calculated as of the Effective Date). Holders of General Unsecured Claims against the Main Debtors will not receive a distribution pursuant to this Plan. However, pursuant to the settlement and compromise contemplated by the Intercreditor Settlement described herein, among other things, the Trust Assets shall be transferred to the Creditors' Trust on the Effective Date and, in exchange, the Creditors' Committee has agreed to release any and all claims against the Prepetition Lenders. As a result, the Creditors' Committee has agreed to support this Plan. Furthermore, the Existing Securities of the Debtors will be cancelled and holders of the Existing Securities will not receive distributions under this Plan.

These reorganization cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of the United States Bankruptcy Court for the Western District of Missouri.

Under section 1125(b) of the Bankruptcy Code, a vote to accept or reject this Plan may not be solicited from a Claimholder or Interestholder until the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Claimholders and Interestholders. ALL CLAIMHOLDERS WHO ARE ELIGIBLE TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and Article XIII of this Plan, the Debtors expressly reserve their right to alter, amend or modify this Plan, one or more times, before this Plan's substantial consummation.

## **ARTICLE I**

### **DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME**

#### **A. Scope of Definitions**

For purposes of this Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Article I of this Plan. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the

Bankruptcy Rules, as applicable. Whenever it appears appropriate from the context, each term stated in the singular or the plural includes the singular and the plural, and each pronoun stated in the masculine, feminine or neuter includes the masculine, feminine and neuter.

**B. Definitions**

**1.1 “503 Deadline”** shall have the meaning ascribed to it in Section 9.3 hereof.

**1.2 “ABL Facility”** means the asset-based revolving credit facility by and among IBC, Interstate Brands Corporation and General Electric Capital Corporation in the committed amount of \$125,000,000.

**1.3 “ABL Facility Commitment Papers”** means that certain commitment letter by and among General Electric Capital Corporation, GE Capital Markets, Inc., Brands, IBC and Equity Investors, dated September 11, 2008 (together with the exhibits and annexes attached thereto and as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof) together with that certain fee letter by and among General Electric Capital Corporation, GE Capital Markets, Inc., Brands, IBC and Equity Investors, dated September 11, 2008 (as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof), in each case, for the ABL Facility.

**1.4 “ACE Companies”** means, collectively, ACE American Insurance Company, Indemnity Insurance Company of North America, and ESIS, Inc. and their respective affiliates.

**1.5 “ACE Insurance Program”** means all insurance policies and all agreements, documents or instruments relating thereto including, without limitation, claims servicing agreements, that have been issued or entered into by the ACE Companies (or any of them) to or with one or more of the Debtors and their respective predecessors and/or affiliates.

**1.6 “Adequate Protection Claims”** means rights of the Prepetition Lenders to receive adequate protection pursuant to the DIP Facility Order.

**1.7 “Administrative Claim”** means a Claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code, including, but not limited to, DIP Facility Claims, the actual, necessary costs and expenses, incurred after the Petition Date, of preserving the Estates and operating the business of the Debtors, including wages, salaries or commissions for services rendered after the commencement of the Chapter 11 Cases, Professional Claims, and all fees and charges assessed against the Estates under chapter 123 of title 28 of the

United States Code, and all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under section 546(c)(2)(A) of the Bankruptcy Code.

**1.8 “Affiliates”** shall have the meaning ascribed to such term by section 101(2) of the Bankruptcy Code.

**1.9 “Allowed Claim”** means a Claim or any portion thereof, (a) that has been allowed by a Final Order of the Bankruptcy Court (or such other court as a Reorganized Debtor and the holder of such Claim agree may adjudicate such Claim and objections thereto), or (b) which (i) is not the subject of a proof of claim timely filed with the Bankruptcy Court but (ii) is Scheduled as liquidated and noncontingent, other than a Claim that is Scheduled at zero, in an unknown amount, or as disputed, but only to the extent such Claim is Scheduled as liquidated and noncontingent or (c) for which a proof of claim in a liquidated amount has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and as to which either (i) no objection to its allowance has been filed within the periods of limitation fixed by this Plan, the Bankruptcy Code or by any order of the Bankruptcy Court or (ii) any objection to its allowance has been settled or withdrawn, or has been denied by a Final Order, or (d) that is expressly allowed in a liquidated amount in this Plan.

**1.10 “Allowed Class \_\_ Claim”** means an Allowed Claim in the specified Class.

**1.11 “Armour & Main Redevelopment”** means Armour and Main Redevelopment Corporation, one of the Debtors and a debtor-in-possession, Case No. 04-45822 (JWV).

**1.12 “Armour & Main Redevelopment Control Group Liability Claim”** means a Claim asserted by, or on behalf of, a qualified defined benefit pension plan against all members of IBC’s controlled group of companies and related entities as defined under section 4001(b)(1) of the Employee Retirement Income Security Act of 1974 (on a joint and several basis), to the extent such Claim is asserted against Armour & Main Redevelopment.

**1.13 “Armour & Main Redevelopment General Unsecured Claims Distribution Property”** means \$10,000 in Cash.

**1.14 “Armour & Main Redevelopment Intercompany Claim”** means a Claim by another Debtor against Armour & Main Redevelopment.

**1.15 “Armour & Main Redevelopment Interests”** means the shares of common stock of Armour & Main Redevelopment, and all options, rights and other instruments evidencing an ownership interest in Armour & Main Redevelopment.

**1.16 “Armour & Main Redevelopment Substantive Consolidation Motion”** means that certain motion to be filed with the Bankruptcy Court no later than twenty (20) days prior to the Confirmation Hearing pursuant to which the Debtors will seek to substantively consolidate Armour & Main Redevelopment and IBC, for purposes of voting and distribution, and pursuant to which the Claims against, and Interests in, Armour & Main Redevelopment will receive the same treatment as if they were Claims against, or Interests in, IBC under the Plan with respect to IBC.

**1.17 “Armour & Main Redevelopment Trade Claim”** means each Claim against Armour & Main Redevelopment that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, Armour & Main Redevelopment Intercompany Claim or Armour & Main Redevelopment Control Group Liability Claim.

**1.18 “Avoidance Claims”** means Causes of Action against Persons other than the Debtors arising under any of sections 544, 545, 547, 548, 550, 551 and 553 of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfer laws, whether or not litigation is commenced to prosecute such Causes of Action, but excluding the Prepetition Lender Actions and any other Causes of Action otherwise assertable against the Prepetition Lenders.

**1.19 “Bankruptcy Code”** means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as in effect on the date hereof but, with respect to amendments to the Bankruptcy Code subsequent to commencement of the Chapter 11 Cases, only to the extent that such amendments were made expressly applicable to bankruptcy cases which were filed as of the enactment of such amendments.

**1.20 “Bankruptcy Court”** means the United States Bankruptcy Court for the Western District of Missouri.

**1.21 “Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Chapter 11 Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

**1.22 “Brands”** means Interstate Brands Corporation, one of the Debtors and a debtor-in-possession, Case No. 04-45816 (JWV).

**1.23 “Brands Preferred Stock”** means the 6,026 shares of \$4.80 dividend cumulative preferred stock of Brands authorized under Article IV of the restated certificate of incorporation of Brands, as amended.

**1.24 “Business Day”** means any day, excluding Saturdays, Sundays and legal holidays, on which commercial banks are open for business in New York City.

**1.25 “Capital Leases”** means those certain non-operating lease agreements scheduled on Exhibit B attached hereto, together with all related leases, lease amendments, lease supplements, memoranda of leases, mortgages, loan agreements, guarantees, guarantee and collateral agreements, and all other related loan, lease and security documents executed and delivered in connection therewith, as the same have been amended, amended and restated, modified or supplemented from time to time.

**1.26 “Capital Lease Claim”** means a Claim arising under or pursuant to a Capital Lease.

**1.27 “Cash”** means legal tender of the United States.

**1.28 “Causes of Action”** means any and all actions, claims, proceedings, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether asserted or assertable directly or derivatively, in law, equity or otherwise, including actions brought prior to the Petition Date, actions under chapter 5 of the Bankruptcy Code, and actions against any Person for failure to pay for products or services provided or rendered by the Debtors, all claims, suits or proceedings relating to enforcement of the Debtors’ intellectual property rights, including patents, copyrights and trademarks, and all claims or causes of action seeking recovery of the Debtors’ or the Reorganized Debtors’ accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtors’ or the Reorganized Debtors’ business.

**1.29 “Central States Plan”** has the meaning ascribed to it in Section 11.10 hereof.

**1.30 “Certificate”** has the meaning ascribed to it in Section 8.4 hereof.

**1.31 “Chapter 11 Case(s)”** means the chapter 11 case(s) of the Debtors pending in the Bankruptcy Court.

**1.32 “Claim”** means a claim against the Debtors (or all or any of them), whether or not asserted, as defined in section 101(5) of the Bankruptcy Code.

**1.33 “Claimholder”** means a holder of a Claim.

**1.34 “Claims Administration”** shall have the meaning ascribed to it in Section 8.5 hereof.



**1.35 “Claims Objection Deadline”** means that day which is one hundred eighty (180) days after the Effective Date, as the same may be from time to time extended by the Bankruptcy Court without further notice to parties-in-interest.

**1.36 “Class”** means a category of Claimholders or Interestholders described in Article IV of this Plan.

**1.37 “Commitment Fee”** means the Equity Commitment Fee and the Debt Commitment Fee.

**1.38 “Commitment Letter”** means that certain commitment letter by and between IBC and Equity Investors, dated September 12, 2008 (including the exhibits and annexes attached thereto and as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof), together with that certain fee letter by and between IBC and Equity Investors, dated September 12, 2008 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof).

**1.39 “Commitment Letter Approval Order”** means the Order Pursuant to 11 U.S.C. §§ 105(a), 363(b), 364(c)(1), 503(b) and 507(a) Authorizing the Debtors to (I) Enter into Equity Commitment Letter and Related Agreements Including (A) Equity Commitment Fee Letter, (B) Revolving Facility Commitment Letter and Related Fee Letter, and (C) Term Loan Exit Facility Commitment Letter and Related Fee Letter, and (II) Pay Certain Fees and Expenses Associated Therewith (Docket No. 11333) pursuant to which the Bankruptcy Court approved the Commitment Letter, the Term Loan Facility Commitment Papers and the ABL Facility Commitment Papers.

**1.40 “Confirmation Date”** means the date of entry of the Confirmation Order.

**1.41 “Confirmation Hearing”** means the hearing before the Bankruptcy Court on confirmation of this Plan and related matters under section 1128 of the Bankruptcy Code.

**1.42 “Confirmation Order”** means the order entered by the Bankruptcy Court confirming this Plan.

**1.43 “Creditors’ Committee”** means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

**1.44 “Creditors’ Trust”** means the trust which is created pursuant to this Plan to be administered by the Trustee with the advice and/or under the direction of the Trust Advisory Board, all as more specifically set forth in Article X of this Plan.

**1.45 “Cure”** means the payment or other honor of all obligations required to be paid or honored in connection with assumption of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including (a) the cure of any non-monetary defaults to the extent required, if at all, pursuant to section 365 of the Bankruptcy Code, and (b) with respect to monetary defaults, the distribution, within a reasonable period of time following the Effective Date, of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption (or assumption and assignment) of an executory contract or unexpired lease, pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

**1.46 “D&O Claims”** means those claims against certain former officers and directors that are to be transferred to the Creditors’ Trust on the Effective Date pursuant to the Intercreditor Settlement.

**1.47 “D&O Insurance”** means insurance maintained by the Debtors which covers, among others, the directors, officers and managing members of the Debtors or any of them.

**1.48 “DIP Agent”** means the administrative agent for the DIP Lenders under the DIP Credit Agreement.

**1.49 “DIP Credit Agreement”** means the Second Amended and Restated Revolving Credit Agreement, dated as of May 9, 2008, among IBC, as parent borrower, the subsidiary borrowers party thereto, the DIP Agent and the DIP Lenders, which was executed by the Debtors (except Mrs. Cubbison’s) in connection with the DIP Facility, as amended by the First Amendment to the Second Amended and Restated Revolving Credit Agreement, dated as of September 12, 2008.

**1.50 “DIP Facility”** means the debtor-in-possession secured financing facility provided to the Debtors by the DIP Lenders pursuant to the DIP Credit Agreement and agreements related thereto as authorized by the Bankruptcy Court pursuant to the DIP Facility Order.

**1.51 “DIP Facility Claim”** means all Administrative Claims of the DIP Agent and the DIP Lenders arising under or pursuant to or related to the DIP Facility.

**1.52 “DIP Facility Order”** means, collectively, the final order that was entered by the Bankruptcy Court on October 22, 2004, authorizing and approving the DIP Facility and the agreements related thereto, and any further orders entered by the Bankruptcy Court approving subsequent extensions and modifications of the DIP Facility.

**1.53 “DIP Lenders”** means the lenders from time to time party to the DIP Credit Agreement.

**1.54 “Debt Commitment Fee”** means the commitment fee for Equity Investors’s commitments to purchase New Convertible Secured Notes under the Commitment Letter, in the amount of \$4,290,000, payable in accordance with the terms of the Commitment Letter.

**1.55 “Debtors”** has the meaning ascribed to it in the Introduction hereof.

**1.56 “Deficiency Claim”** means, in the case of a Claimholder who asserts a Secured Claim or Prepetition Lender Claim against the Debtors, a Claim equal to the amount by which such Claim exceeds the secured portion thereof as determined pursuant to section 506 of the Bankruptcy Code.

**1.57 “Disallowed Claim”** means a Claim or any portion thereof, that (a) has been disallowed by a Final Order, (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which a proof of claim bar date has been established but no proof of claim has been timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or (c) is not Scheduled and as to which a proof of claim bar date has been set but no proof of claim has been timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court.

**1.58 “Disbursing Agent”** means the Reorganized Debtors or any Person designated by either the Debtors or Reorganized IBC, with the consent of Equity Investors (with such consent not to be unreasonably withheld), to serve as a disbursing agent under Article VIII of this Plan.

**1.59 “Disclosure Statement”** means the written disclosure statement that relates to this Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017 on October 30, 2008, as such disclosure statement may be amended, modified or supplemented from time to time.

**1.60 “Disputed Claim”** means a Claim or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim and includes, without limitation, Claims that (a) (i) have not been Scheduled by the Debtors (or any of them) or have been Scheduled at zero or as unknown, contingent, unliquidated or disputed, and (ii) are not the subject of an objection filed in the Bankruptcy Court or as to which the time for filing an objection has not yet expired, (b) that are the subject of a proof of claim or interest that differs in nature, amount or priority from the Schedules, or (c) are the subject of an objection filed with the Bankruptcy Court, which objection has not been withdrawn or overruled by a Final Order of the Bankruptcy Court.

**1.61 “Distribution Date”** means a date selected by IBC or Reorganized IBC, not more than twenty (20) Business Days after the Effective Date.

**1.62 “Effective Date”** means the Business Day on which all conditions to the consummation of this Plan set forth in Section 12.2 hereof have been either satisfied or waived as provided in Section 12.3 hereof and is the day upon which this Plan is substantially consummated, which Effective Date shall also be the closing date under the Investment Agreement.

**1.63 “Equity Commitment Fee”** means the commitment fee for Equity Investors’s commitment to purchase New Common Stock under the Commitment Letter, in the amount of \$2,210,000, payable in accordance with the terms of the Commitment Letter.

**1.64 “Equity Investors”** means IBC Investors I, LLC.

**1.65 “Estates”** means the bankruptcy estates of the Debtors created pursuant to section 541 of the Bankruptcy Code.

**1.66 “Executive Employment Agreements”** has the meaning ascribed to it in Section 6.7 hereof.

**1.67 “Exhibit”** means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement.

**1.68 “Exhibit Filing Date”** means the date on which Exhibits to this Plan or the Disclosure Statement shall be filed with the Bankruptcy Court, which date shall be at least ten (10) days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court.

**1.69 “Existing Securities”** means, collectively, the Brands Preferred Stock, Old Convertible Notes, Old Common Stock and Old Common Stock Options, and all options, warrants, rights and other instruments evidencing an ownership interest in any Debtor (whether fixed or contingent, matured or unmatured, disputed or undisputed), contractual, legal, equitable or otherwise, to acquire any of the foregoing (except for Subsidiary Interests other than the Brands Preferred Stock).

**1.70 “Exit Facility Documents”** has the meaning ascribed to it in Section 6.12 hereof.

**1.71 “Face Amount”** means, (a) when used in reference to a Disputed Claim or Disallowed Claim, the full stated liquidated amount claimed by the Claimholder in any proof of claim timely filed with the Bankruptcy Court or otherwise Allowed by any Final Order of the Bankruptcy Court and (b) when used in reference to an Allowed Claim, the allowed amount of such Claim.

**1.72 “Final Order”** means an order or judgment, the operation or effect of which has not been stayed, reversed or amended and as to which order or judgment (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing (other than under Rule 60(b) of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024) has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

**1.73 “General Unsecured Claim”** means a Claim that (a) is not an Administrative Claim or a Priority Tax Claim and (b) (i) with respect to the Main Debtors, does not fall within Class 1 Secured Tax Claims, Class 2 Secured Claims, Class 3 Other Priority Claims, Class 4 Intercompany Claims, Class 5 Workers’ Compensation Claims, Class 7 Capital Lease Claims, Class 8 Prepetition Lender Claims, Class 10a Subordinated Debt Securities Claims or Class 10b Subordinated Equity Securities Claims or (ii) with respect to Mrs. Cubbison’s, Armour & Main Redevelopment and New England Bakery, does not fall within Class 1 Other Priority Claims, Class 2 Intercompany Claims or Class 4 Trade Claims.

**1.74 “Holdback Amount”** means the amount equal to 20% of fees billed to the Debtors in a given month that was retained by the Debtors as a holdback on payment of Professional Claims pursuant to the Professional Fee Order.

**1.75 “Holdback Escrow Account”** means the escrow account established by the Disbursing Agent into which Cash equal to the Holdback Amount shall be deposited on the Effective Date for the payment of Allowed Professional Claims to the extent not previously paid or disallowed.

**1.76 “IBC”** has the meaning ascribed to it in the Introduction hereof.

**1.77 “Impaired”** refers to any Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

**1.78 “Indemnification Rights”** means any obligations of the Debtors (or any of them) to indemnify, reimburse, advance or contribute to the losses, liabilities or expenses of an Indemnitee pursuant to a Debtor’s certificate of incorporation, bylaws, or policy of providing indemnification to an Indemnitee, or pursuant to any applicable law or specific agreement in respect of any claims, demands, suits, causes of action or proceedings against an Indemnitee based upon any act or omission related to an Indemnitee’s service with, for or on behalf of the Debtors (or any of them).

**1.79 “Indemnitee”** means all present and former directors, officers, employees, agents or representatives of the Debtors who are entitled to assert Indemnification Rights.

**1.80 “Insurance Coverage”** shall have the meaning ascribed to it in Section 11.8 hereof.

**1.81 “Insured Claim”** means any Claim or portion of a Claim (other than a Workers’ Compensation Claim) that is insured under the Debtors’ insurance policies, but only to the extent of such coverage.

**1.82 “Intercompany Claim”** means a Claim by any Debtor against a Main Debtor.

**1.83 “Intercreditor Settlement”** means that settlement and compromise of controversies by and among the Debtors, certain Prepetition Lenders and the Creditors’ Committee whereby the Trust Assets shall be transferred to the Creditors’ Trust on the Effective Date in full and complete satisfaction of any and all claims against the Prepetition Lenders and any and all challenges, contests or claims for or against the substantive consolidation of the Debtors, all as such settlement and compromise of controversies is more specifically described in the Intercreditor Settlement Motion and the Intercreditor Settlement Order.

**1.84 “Intercreditor Settlement Motion”** means that certain Motion to Compromise Controversies Pursuant to Bankruptcy Rule 9019 whereby the Debtors seek approval of a compromise with respect to the Intercreditor Settlement.

**1.85 “Intercreditor Settlement Order”** means an order of the Bankruptcy Court approving the Intercreditor Settlement Motion, in substantially the form attached hereto as Exhibit C.

**1.86 “Interest”** means (a) the legal, equitable contractual and other rights (whether fixed or contingent, matured or unmatured, disputed or undisputed) of any Person with respect to Old Common Stock, Old Common Stock Options, Brands Preferred Stock or any other equity securities of the Debtors (or any of them) and (b) the legal, equitable, contractual and other rights, whether fixed or contingent, matured or unmatured, disputed or undisputed, of any Person to purchase, sell, subscribe to, or otherwise acquire or receive (directly or indirectly) any of the foregoing.

**1.87 “Interestholder”** means a holder of an Interest.

**1.88 “Investment”** means the purchase by Equity Investors of the New Common Stock and New Convertible Secured Notes pursuant to the Investment Agreement.

**1.89 “Investment Agreement”** means the Investment Agreement between IBC and Equity Investors dated as of September 26, 2008 (including the exhibits attached thereto and as amended, restated, supplemented or otherwise modified from

time to time in accordance with the terms thereof) and approved by the Investment Agreement Order. The Investment Agreement is set forth at Exhibit D.

**1.90 “Investment Agreement Order”** means the Final Order entered by the Bankruptcy Court on October 22, 2008, authorizing and approving the Investment Agreement.

**1.91 “JPMCB”** means JPMorgan Chase Bank, N.A., a national banking association.

**1.92 “KERP”** means that certain Key Employee Retention Plan adopted by IBC’s board of directors and approved by order of the Bankruptcy Court on February 17, 2005, as amended.

**1.93 “Lien”** means a lien, security interest or charge against or interest in property of the Debtors to secure payment of a debt or performance of an obligation owed by the Debtors. For purposes of this Plan, the term shall not include (a) a lien resulting from the provisions of Chapter 5 of the Bankruptcy Code or (b) a lien that has been or may be avoided pursuant to Chapter 5 of the Bankruptcy Code.

**1.94 “Long Term Incentive Plan”** means that certain long term incentive plan as is more specifically described at Exhibit E attached hereto, by which the Reorganized Debtors shall deliver certain stock options and restricted stock grants to certain members of management and other employees on and after the Effective Date.

**1.95 “Main Debtors”** means all of the Debtors excluding Mrs. Cubbison’s, Armour & Main Redevelopment and New England Bakery.

**1.96 “Monarch”** means Monarch Master Funding Ltd and its respective Affiliates and managed funds.

**1.97 “Mrs. Cubbison’s”** means Mrs. Cubbison’s Foods, Inc., one of the Debtors and a debtor-in-possession, Case No. 06-40111 (JWV).

**1.98 “Mrs. Cubbison’s Control Group Liability Claim”** means a Claim asserted by, or on behalf of, a qualified defined benefit pension plan against all members of IBC’s controlled group of companies and related entities as defined under section 4001(b)(1) of the Employee Retirement Income Security Act of 1974 (on a joint and several basis), to the extent such claim is asserted against Mrs. Cubbison’s.

**1.99 “Mrs. Cubbison’s General Unsecured Claims Distribution Property”** means \$300,000 in Cash.

**1.100 “Mrs. Cubbison’s Intercompany Claim”** means a Claim by any Debtor against Mrs. Cubbison’s.

**1.101 “Mrs. Cubbison’s Interests”** means the shares of common stock of Mrs. Cubbison’s, and all options, rights and other instruments evidencing an ownership interest in Mrs. Cubbison’s.

**1.102 “Mrs. Cubbison’s Substantive Consolidation Motion”** means that certain motion to be filed with the Bankruptcy Court no later than twenty (20) days prior to the Confirmation Hearing pursuant to which the Debtors will seek to substantively consolidate Mrs. Cubbison’s and IBC, for purposes of voting and distribution, and pursuant to which the Claims against, and Interests in, Mrs. Cubbison’s will receive the same treatment as if they were Claims against, or Interests in, IBC under the Plan with respect to IBC.

**1.103 “Mrs. Cubbison’s Trade Claim”** means each Claim against Mrs. Cubbison’s that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, Mrs. Cubbison’s Intercompany Claim or Mrs. Cubbison’s Control Group Liability Claim.

**1.104 “New Common Stock”** means shares of common stock of Reorganized IBC to be authorized and issued on or after the Effective Date. A summary description of the New Common Stock is set forth at Exhibit F.

**1.105 “New Convertible Secured Note Indenture”** means the New Convertible Secured Notes indenture among IBC, the guarantors party thereto and the trustee party thereto.

**1.106 “New Convertible Secured Notes”** mean the 5% fourth priority secured convertible notes, in the original principal amount of \$171.6 million, to be issued by Reorganized IBC on the Effective Date, together with any “pay-in-kind” interest on such New Convertible Secured Notes to be issued after the Effective Date. A summary description of the New Convertible Secured Notes is set forth at Exhibit G attached hereto.

**1.107 “New Credit Facilities”** means (a) the ABL Facility, and (b) the Term Loan Facility.

**1.108 “New Credit Facility Documents”** means all documents comprising the definitive documentation of the New Credit Facilities, including without limitation, all collateral and security documents and intercreditor agreements contemplated thereby.

**1.109 “New England Bakery”** means New England Bakery Distributors L.L.C., one of the Debtors and a debtor-in-possession, Case No. 04-45819 (JWV).



**1.110 “New England Bakery Control Group Liability Claim”** means a Claim asserted by, or on behalf of, a qualified defined benefit pension plan against all members of IBC’s controlled group of companies and related entities as defined under section 4001(b)(1) of the Employee Retirement Income Security Act of 1974 (on a joint and several basis), to the extent such Claim is asserted against New England Bakery.

**1.111 “New England Bakery General Unsecured Claims Distribution Property”** means \$10,000 in Cash.

**1.112 “New England Bakery Intercompany Claim”** means a Claim by any Debtor against New England Bakery.

**1.113 “New England Bakery Interests”** means the shares of common stock of New England Bakery, and all options, rights and other instruments evidencing an ownership interest in New England Bakery.

**1.114 “New England Bakery Substantive Consolidation Motion”** means that certain motion to be filed with the Bankruptcy Court no later than twenty (20) days prior to the Confirmation Hearing pursuant to which the Debtors will seek to substantively consolidate New England Bakery and IBC, for purposes of voting and distribution, and pursuant to which the Claims against, and Interests in, New England Bakery will receive the same treatment as if they were Claims against, or Interests in, IBC under the Plan with respect to IBC.

**1.115 “New England Bakery Trade Claim”** means each Claim against New England Bakery that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, New England Bakery Intercompany Claim or New England Bakery Control Group Liability Claim.

**1.116 “New Third Lien Term Loan”** means the six-year term loan facility in the aggregate principal amount equal to \$142.3 million; provided, however, the principal amount of the New Third Lien Term Loan may be decreased (with a corresponding increase in the amount of the Term Loan Facility on a dollar-for-dollar basis) in accordance with numbered paragraph 19 of the Commitment Letter and Exhibit J to the Commitment Letter subject to the consent of the Term Loan Facility Commitment Parties. A summary description of the New Third Lien Term Loan is set forth at Exhibit H attached hereto.

**1.117 “New Third Lien Term Loan Credit Facility”** means the credit facility governing the New Third Lien Term Loan by and among Reorganized IBC, Reorganized Brands, the guarantors party thereto and the Prepetition Lenders.

**1.118 “Old Common Stock”** means shares of IBC’s common stock that were authorized, issued and outstanding prior to the Effective Date.

**1.119 “Old Common Stock Options”** means all options, warrants and rights (whether fixed or contingent, matured or unmatured, disputed or undisputed), contractual, legal, equitable or otherwise, to acquire shares of Old Common Stock or other equity interests in IBC.

**1.120 “Old Convertible Note Indenture”** means the Old Convertible Notes indenture dated as of August 12, 2004, among IBC, the guarantors party thereto and the Old Convertible Note Indenture Trustee.

**1.121 “Old Convertible Note Indenture Trustee”** means U.S. Bank National Association, as trustee under the Old Convertible Note Indenture.

**1.122 “Old Convertible Note Indenture Trustee Fee Claim”** means the reasonable fees and expenses of the Old Convertible Note Indenture Trustee incurred by the Old Convertible Note Indenture Trustee during the Chapter 11 Cases through the Effective Date in an amount not to exceed \$890,000.

**1.123 “Old Convertible Notes”** means the 6% senior subordinated convertible notes due August 15, 2014, dated as of August 12, 2004, in the aggregate principal amount of \$100 million, issued by IBC pursuant to the Old Convertible Note Indenture.

**1.124 “Old Convertible Notes Claim”** shall mean the allowed Class 9 General Unsecured Claim of the Old Convertible Note Indenture Trustee on behalf of the holders of Old Convertible Notes in the Allowed amount of \$100,649,000.

**1.125 “Ordinary Course Professional Order”** means the Bankruptcy Court’s Order Under 11 U.S.C. § 327 of the Bankruptcy Code Authorizing the Debtors to Employ Professionals Utilized in the Ordinary Course of Business (Docket No. 408).

**1.126 “Organizational Documents”** means the bylaws, articles of incorporation, corporate charters, certificates of formation, limited liability agreements or other documents or agreements that govern or affect the corporate formation and governance of the Debtors (or any of them) and the Reorganized Debtors (or any of the them) including, without limitation, the Stockholders’ Agreement.

**1.127 “Other Priority Claim”** means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code other than a Priority Tax Claim or an Administrative Claim.

**1.128 “Pension Plans”** means the American Bakers Association Retirement Plan and the IBC Defined Benefit Plan, two defined-benefit pension plans sponsored

by the Debtors and covered by Title IV of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1301-1461 (2000 and Supp. V. 2005).

**1.129 “Periodic Distribution Date”** means (a) the Distribution Date, as to the first distribution made by the Reorganized Debtors, and (b) thereafter, (i) the first Business Day occurring ninety (90) days after the Distribution Date and (ii) subsequently, the first Business Day occurring ninety (90) days after the immediately preceding Periodic Distribution Date.

**1.130 “Permitted Affiliate”** means (a) any affiliate of a Term Loan Facility Lender whose identity has been disclosed in writing to Equity Investors in writing prior to September 12, 2008 and (b) any other affiliate of a Term Loan Facility Lender reasonably acceptable to Equity Investors.

**1.131 “Person”** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other entity.

**1.132 “Petition Date”** means the date on which each Debtor filed its voluntary petition commencing its Chapter 11 Case, that is (a) with respect to all of the Debtors other than Mrs. Cubbison’s, September 22, 2004 and (b) with respect to Mrs. Cubbison’s, January 14, 2006.

**1.133 “Plan”** means this joint plan of reorganization, which is jointly proposed by the Debtors for the resolution of outstanding Claims and Interests in the Chapter 11 Cases, as such plan may be further amended from time to time in accordance with the Bankruptcy Code, Bankruptcy Rules and Section 14.2, and the exhibits hereto.

**1.134 “Plan Supporter”** means each Prepetition Lender that is a signatory to Annex I or Annex I-A (in each case, as amended from time to time) to the Commitment Letter as of the Effective Date.

**1.135 “Postpetition Interest”** means, collectively, such interest, reasonable fees, costs, or charges provided for under the agreements between a Debtor and a Claimholder whose Claim is secured by property of the Estates to the extent such items have accrued and are payable pursuant to the provisions of the Bankruptcy Code including, without limitation, section 506(b) of the Bankruptcy Code.

**1.136 “Prepetition Agent”** means the administrative agent for the Prepetition Lenders under the Prepetition Credit Agreement.

**1.137 “Prepetition Credit Agreement”** means the collective reference to that certain Amended and Restated Credit Agreement, dated as of April 25, 2002, as

amended, supplemented or otherwise modified from time to time, by and among Brands and Interstate Brands West Corporation (which was subsequently merged into Interstate Bakeries Corporation), as borrowers, the banks and other financial institutions from time to time thereto, and JPMCB, as administrative agent, all letters of credit issued thereunder, and any collateral or security documents related to the foregoing.

**1.138 “Prepetition Credit Facility”** means the financing accommodations evidenced by the Prepetition Credit Agreement and related documents.

**1.139 “Prepetition Investors”** means Silver Point, Monarch Alternative Capital L.P. and McDonnell Investment Management LLC and their respective Affiliates and managed funds.

**1.140 “Prepetition LC”** has the meaning ascribed to it in Section 4.7 hereof.

**1.141 “Prepetition Lender Actions”** means the collective reference to that certain First Amended and Restated Complaint to Avoid and Recover Certain Transfers and for Judgment (Adv. Pro. 06-04192) filed with the Bankruptcy Court and any claims or Causes of Action preserved pursuant to that certain Agreed Order Extending the Challenge Deadline, ordered by the Bankruptcy Court on April 24, 2007 (Docket No. 8848).

**1.142 “Prepetition Lender Claims”** mean all Claims of the Prepetition Agent and the Prepetition Lenders arising under or pursuant to the Prepetition Credit Facility including, without limitation, the Claim of the Prepetition Lenders for Postpetition Interest whether calculated at the default or non-default rate.

**1.143 “Prepetition Lenders”** means those Persons holding a Prepetition Lender Claim.

**1.144 “Prepetition Lenders Plan Distribution Property”** means (a) the New Third Lien Term Loan, (b) \$85,800,00 in aggregate principal amount of the New Convertible Secured Notes and (c) the Series E Warrants.

**1.145 “Priority Claim”** means a Claim entitled to priority pursuant to section 507 of the Bankruptcy Code.

**1.146 “Priority Tax Claim”** means a Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

**1.147 “Pro Rata”** means, from time to time, unless this Plan specifically provides otherwise, with respect to Claims, the proportion that the Face Amount of a Claim in a particular Class bears to the aggregate Face Amount of all Claims (including Disputed Claims, but excluding Disallowed Claims) in such Class.

**1.148 “Professional”** means those Persons employed in the Chapter 11 Cases pursuant to sections 327 and 1103 of the Bankruptcy Code, or otherwise; provided, however, that “Professional” does not include those Persons retained pursuant to the Ordinary Course Professional Order.

**1.149 “Professional Claim”** means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services rendered or expenses incurred after the Petition Date and prior to and including the Effective Date.

**1.150 “Professional Fee Order”** means the order entered by the Bankruptcy Court on October 25, 2004, authorizing the interim payment of Professional Claims subject to the Holdback Amount.

**1.151 “Reclamation Claim”** means a Claim administered, determined and allowed by agreement between the Debtors and a party asserting a reclamation claim, all as contemplated pursuant to the Reclamation Order.

**1.152 “Reclamation Order”** means that certain Order Under 11 U.S.C. §§ 362, 503 and 546 (A) Providing Administrative Expense Treatment for Certain Holders of Valid Reclamation Claims and (B) Establishing Procedures for Resolution and Payment of Reclamation Claims entered by the Bankruptcy Court on November 12, 2004, whereby IBC established procedures for determining the validity and extent of reclamation claims.

**1.153 “Reconstitution Order”** means that certain Order Pursuant to Bankruptcy Rule 9019, sections 105, 1107 and 1108 of the Bankruptcy Code, and section 303 of the Delaware General Corporation Law Approving A Proposed Settlement Reconstituting the Board of Directors of Interstate Bakeries Corporation and Granting Certain Related Relief entered by the Bankruptcy Court on January 5, 2007, whereby IBC reconstituted its board of directors.

**1.154 “Reinstated” or “Reinstatement”** means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim entitles the Claimholder so as to leave such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, or (b) notwithstanding any contractual provision or applicable law that entitles the Claimholder to demand or receive accelerated payment of such Claim after the occurrence of a default, (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Claimholder for any damages incurred as a result of any reasonable reliance by such Claimholder on such contractual provision or such applicable law; and (iv) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the Claimholder; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited

to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, “going dark” provisions, and affirmative covenants regarding corporate existence prohibiting certain transactions or actions contemplated by this Plan, or conditioning such transactions or actions on certain factors, shall not be required to be cured or reinstated in order to accomplish Reinstatement.

**1.155 “Released Parties”** means, collectively, (a) the Debtors, the officers, directors and managing members of the Debtors who were either serving in such capacities as of the Confirmation Date, or who had served in such capacities during the Chapter 11 Cases, (b) the Reorganized Debtors, (c) the officers, directors and managing members of the Reorganized Debtors serving in such capacity after the Effective Date, (d) the DIP Lenders, (e) the Prepetition Lenders, (f) the Plan Supporters, (g) the Prepetition Investors, (h) Silver Point, (i) the Term Loan Facility Lenders, (j) JPMCB and J.P. Morgan Securities Inc., (k) Equity Investors, (l) the Creditors’ Committee, and each of its members in their capacity as such, and (m) with respect to each of the Persons named in (a) – (l) above, such Person’s Affiliates, principals, employees, agents, officers, directors, financial advisors, attorneys and other professionals, and any of their successors and assigns, when acting in any of such capacities.

**1.156 “Reorganized . . .”** means the applicable Debtor from and after the Effective Date.

**1.157 “Reorganized Debtors”** means, collectively, all Debtors from and after the Effective Date.

**1.158 “Restructuring Transaction(s)”** means a dissolution or winding up of the corporate existence of a Debtor or the consolidation, merger, contribution of assets, or other transaction in which a Reorganized Debtor merges with or transfers substantially all of its assets and liabilities to a Reorganized Debtor or their Affiliates, on or after the Effective Date, as set forth in the Restructuring Transactions Notice.

**1.159 “Restructuring Transactions Notice”** means the notice filed with the Bankruptcy Court on or before the Exhibit Filing Date as Exhibit I to this Plan listing the restructuring Debtors and briefly describing the relevant Restructuring Transactions.

**1.160 “Retained Actions”** means any and all Causes of Actions other than the Trust Claims, the Prepetition Lender Actions and any other Cause of Action otherwise assertable against the Prepetition Lenders. A nonexclusive list of the Retained Actions is attached hereto as Exhibit A-1.

**1.161 “SERP”** means that certain Supplemental Executive Retirement Plan maintained by the Debtors prior to the Petition Date, which provides retirement benefits to certain officers and other select employees, pursuant to which IBC agreed

to pay certain key executives and managers who retire after age 60 an annual retirement benefit equal to 1.8% of the participant's average annual base salary received during the 60 months immediately preceding retirement, for each year of service to IBC, up to 20 years.

**1.162 "Scheduled"** means, with respect to any Claim or Interest, the status, priority and amount, if any, of such Claim or Interest as set forth in the Schedules.

**1.163 "Schedules"** means the schedules of assets and liabilities and the statements of financial affairs filed in the Chapter 11 Cases by the Debtors, as such schedules or statements have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

**1.164 "Secured Claim"** means a Claim, other than a Prepetition Lender Claim, that is secured by a Lien which is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, on property in which an Estate has an interest, or a Claim that is subject to setoff under section 553 of the Bankruptcy Code; to the extent of the value of the holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable; as determined by a Final Order pursuant to section 506(a) of the Bankruptcy Code, or in the case of setoff, pursuant to section 553 of the Bankruptcy Code, or in either case as otherwise agreed upon in writing by the Debtors or the Reorganized Debtors and the holder of such Claim.

**1.165 "Secured Tax Claim"** means a Secured Claim arising prior to the Petition Date against any of the Debtors for taxes owed to a governmental unit.

**1.166 "Security"** shall have the meaning ascribed to it in section 101(49) of the Bankruptcy Code.

**1.167 "Series A Warrants"** means the warrants (in the form attached to the Investment Agreement) issued to Equity Investors that will entitle holders to receive, upon the exercise of all Series A Warrants, 13.5% of the fully diluted equity interests of Reorganized IBC (calculated as of the Effective Date).

**1.168 "Series B Warrants"** means the warrants (in the form attached to the Investment Agreement) issued to the Term Loan Facility Lenders (or their Permitted Affiliates) that will entitle holders to receive, upon the exercise of all Series B Warrants, 1.917% of the fully diluted equity interests of Reorganized IBC (calculated as of the Effective Date).

**1.169 "Series C Warrants"** means the warrants (in the form attached to the Investment Agreement) issued to the Term Loan Facility Lenders (or their Permitted Affiliates) that will entitle holders to receive, upon exercise of all Series C Warrants,

2.837% of the fully diluted equity interests of Reorganized IBC (calculated as of the Effective Date).

**1.170 “Series D Warrants”** means the warrants (in the form attached to the Investment Agreement) issued to Equity Investors that will entitle holders to receive, upon the exercise of all Series D Warrants, 1.5% of the fully-diluted equity interests of Reorganized IBC (calculated as of the Effective Date).

**1.171 “Series E Warrants”** means the warrants (in the form attached to the Investment Agreement) issued to the Prepetition Lenders that will entitle holders to receive, upon the exercise of all Series E Warrants, 1.5% of the fully-diluted equity interests of Reorganized IBC (calculated as of the Effective Date).

**1.172 “Servicer”** means the Old Convertible Note Indenture Trustee with respect to the Old Convertible Note Indenture or any other agent or servicer under any other agreement that governs the rights of a Claimholder .

**1.173 “Silver Point”** means Silver Point Finance, LLC and its respective Affiliates and managed funds.

**1.174 “Stockholders’ Agreement”** means the agreement that each holder of New Common Stock, including those holders receiving shares upon the conversion of any New Convertible Secured Notes or the exercise of any Warrant, shall be required to execute. A form of the Stockholders’ Agreement is set forth at Exhibit J.

**1.175 “Solicitation Procedures Order”** means the order of the Bankruptcy Court approved on October 30, 2008 pursuant to which the Bankruptcy Court, inter alia, approved the Disclosure Statement and set various procedures for soliciting and tabulating votes on this Plan.

**1.176 “Subordinated Debt Securities Claim”** means a Claim subject to subordination under section 510(b) of the Bankruptcy Code that arises from the rescission of a purchase or sale of a debt Security of any Debtor (including, but not limited to, Old Convertible Notes), or for damages arising from the purchase or sale of such debt Security, or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

**1.177 “Subordinated Equity Securities Claim”** means a Claim subject to subordination under section 510(b) of the Bankruptcy Code that arises from the rescission of a purchase or sale of an equity Security of any Debtor (including, but not limited to, Old Common Stock and Old Common Stock Options), or for damages arising from the purchase or sale of such equity Security, or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.



**1.178 “Subordinated Securities Claim”** means, collectively, all Subordinated Debt Securities Claims and all Subordinated Equity Securities Claims.

**1.179 “Subsidiary Debtors”** means, collectively, Armour and Main Redevelopment Corporation; Baker’s Inn Quality Baked Goods, LLC; Brands; IBC Sales Corporation; IBC Services, LLC; IBC Trucking, LLC; New England Bakery Distributors, L.L.C.; and Mrs. Cubbison’s.

**1.180 “Subsidiary Interests”** means, collectively, all of the issued and outstanding shares of stock, membership interests, other equity interests or other instruments evidencing an ownership interest in any Subsidiary Debtor as of the Effective Date, and all options, warrants and rights (whether fixed or contingent, matured or unmatured, disputed or undisputed), contractual, legal, equitable or otherwise, to acquire shares of stock, membership interests or other equity interests in the Subsidiary Debtors, as of the Effective Date, which stock, interests, options, warrants and rights are owned directly or indirectly by IBC.

**1.181 “Term Loan Facility”** means the five-year term loan facility by and among IBC, Brands and the Term Loan Facility Lenders in the principal amount of \$344,000,000; provided, however, the principal amount of the Term Loan Facility may be increased (with a corresponding reduction in the amount of the New Third Lien Term Loan on a dollar-for-dollar basis) in accordance with numbered paragraph 19 of the Commitment Letter and Exhibit J to the Commitment Letter subject to the consent of the Term Loan Facility Commitment Parties.

**1.182 “Term Loan Facility Commitment Fee”** means the commitment fee payable by the Debtors or Reorganized Debtors to the Term Loan Facility Commitment Parties under the terms of the Term Loan Facility Commitment Papers, in the amount of \$16,800,000, and the paid-in-kind incremental facility fee (as described in the Term Loan Facility Commitment Papers).

**1.183 “Term Loan Facility Commitment Papers”** means that certain commitment letter by and among Silver Point Finance, LLC, Monarch, Brands and IBC, dated September 12, 2008 (together with the exhibits and annexes attached thereto and as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof) together with that certain fee letter by and among Silver Point, Monarch, Brands and IBC, dated September 12, 2008 (as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof), in each case, for the Term Loan Facility.

**1.184 “Term Loan Facility Commitment Parties”** shall mean Silver Point and Monarch.

**1.185 “Term Loan Facility Lenders”** means Silver Point, Monarch Alternative Capital L.P., McDonnell Investment Management LLC, and each other

Prepetition Lender or other Person that participates in the Term Loan Facility, and their respective affiliates and managed funds.

**1.186 “Tolling Agreement”** means an agreement executed by and among either the Debtors or third party claimants tolling the applicable statute of limitations with respect to a Claim or Cause or Action.

**1.187 “Transaction”** means the consummation of the Plan and all related transactions contemplated by the Plan, the Commitment Letter and the Investment Agreement (including the exhibits and annexes attached hereto and thereto, and as amended, restated, supplemented or otherwise modified from time to time in accordance with the Commitment Letter and the Investment Agreement).

**1.188 “Trust Advisory Board”** means the board that is to be created pursuant to Section 10.4 of this Plan for the purpose of advising the Trustee with respect to decisions affecting the Creditors’ Trust to the extent set forth in the Trust Agreement.

**1.189 “Trust Agreement”** means that certain Trust Agreement which is to govern the Creditors’ Trust, substantially in the form attached as Exhibit K to this Plan, pursuant to which, among other things, the Trust Assets shall be liquidated, as applicable, and the proceeds distributed to the Trust Beneficiaries on a pro rata basis without regard to whether multiple obligors exist with respect to a Trust Beneficiary’s Claim.

**1.190 “Trust Assets”** means \$5,000,000 in Cash, the Trust Claims, the Trust Stock Appreciation Rights, and any and all proceeds of the foregoing and interest or income accruing with respect thereto.

**1.191 “Trust Avoidance Claims”** means the Avoidance Claims that are specifically listed on Exhibit A-2 hereto, or as are otherwise agreed to by Equity Investors and the Creditors’ Committee, which claims are to be transferred to the Creditors’ Trust on the Effective Date (as opposed to all other Avoidance Claims, which will be retained by the Reorganized Debtors).

**1.192 “Trust Beneficiary”** means a holder of an Allowed General Unsecured Claim; provided, however, that any Prepetition Lender who holds an Allowed General Unsecured Claim on account of Claims arising under the Prepetition Credit Agreement shall not be a Trust Beneficiary for purposes hereof.

**1.193 “Trust Claims”** shall mean the D&O Claims and the Trust Avoidance Claims.

**1.194 “Trust Stock Appreciation Rights”** means cash-settled stock appreciation rights, with a strike price equal to \$15.00, equaling 3% of the fully-

diluted equity interests of the Reorganized Company as of the Effective Date, the other terms of which shall be the same as the stock appreciation rights to be distributed to the Reorganized Debtors' unionized workforce. The Debtors shall deliver a description of such terms to the Creditors' Committee on or before the Exhibit Filing Date, if available, but in any case, no later than three (3) days prior to the first day set for the Confirmation Hearing provided that the Debtors and the Creditors' Committee have first agreed that such description shall be kept confidential.

**1.195 "Trustee"** means the trustee of the Creditors' Trust as contemplated by the Trust Agreement and designated pursuant to Section 10.1 of this Plan and section 1123(b)(3) of the Bankruptcy Code.

**1.196 "Trustee Professionals"** has the meaning ascribed to it in subsection 10.3(d) hereof.

**1.197 "Unimpaired"** refers to any Claim which is not Impaired.

**1.198 "Union Contracts"** means those certain collectively bargained labor contracts among Brands and the various unions duly organized and representing certain of Brands' employees that are in full force and effect on the Effective Date, and any related modification agreement, extension agreement and side agreement duly executed by Brands.

**1.199 "Voting Deadline"** means December 1, 2008, at 4:00 p.m. (Pacific time).

**1.200 "Warrants"** means the Series A Warrants, the Series B Warrants, the Series C Warrants, the Series D Warrants and the Series E Warrants.

**1.201 "Workers' Compensation Claim"** means a Claim held by an employee or former employee of the Debtors (or any of them) for workers' compensation coverage under the workers' compensation program applicable in the particular state in which the employee is employed by the Debtors.

#### **C. Rules of Interpretation**

For purposes of this Plan (a) any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be in such form or on such terms and conditions, (b) any reference in this Plan to an existing document or Exhibit filed or to be filed means such document or Exhibit as it may have been or may be amended, modified or supplemented, (c) unless otherwise specified, all references in this Plan to Sections, Articles, Schedules and Exhibits are references to Sections, Articles, Schedules and Exhibits of or to this Plan, (d) the

words “herein” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan, (e) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan, (f) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply, (g) to the extent the Disclosure Statement is inconsistent with the terms of this Plan, this Plan shall control, (h) to the extent this Plan is inconsistent with the Confirmation Order, the Confirmation Order shall control, and (i) to the extent this Plan is inconsistent with the transaction documents for the Transaction, the transaction documents shall control.

**D. Computation of Time**

In computing any period of time prescribed or allowed by this Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply.

**E. Exhibits**

All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein and, to the extent not annexed hereto, such Exhibits shall be filed with the Bankruptcy Court on or before the Exhibit Filing Date. After the Exhibit Filing Date, copies of Exhibits can be obtained upon written request to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois 60606 (Attn: J. Eric Ivester, Esq.), counsel to the Debtors. In addition, imaged copies of the Exhibits will be available on the Bankruptcy Court’s website, [www.mow.uscourts.gov](http://www.mow.uscourts.gov), for a nominal charge (a PACER account is required), or at the Voting Agent’s general website address, <http://www.kccllc.net/ibc>, free of charge. To the extent any Exhibit is inconsistent with the terms of the body of this Plan, unless otherwise ordered by the Bankruptcy Court, the terms of the relevant Exhibit shall control.

**ARTICLE II**

**ADMINISTRATIVE EXPENSES  
AND PRIORITY TAX CLAIMS**

**2.1 Administrative Claims.** Subject to the provisions of Article IX of this Plan, on the first Periodic Distribution Date occurring after the later of (a) the date an Administrative Claim becomes an Allowed Administrative Claim or (b) the date an Administrative Claim becomes payable pursuant to any agreement between a Debtor (or a Reorganized Debtor) and the holder of such Administrative Claim, an Allowed Administrative Claimholder in any Debtor’s Chapter 11 Case shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Administrative Claim, (x) Cash equal to the unpaid portion of such Allowed Administrative Claim or (y) such other treatment as to which the Debtors (or the Reorganized Debtors) and such Claimholder shall have agreed upon in writing;

provided, however, that Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto; provided further, however, that in no event shall a postpetition obligation that is contingent or disputed and subject to liquidation through pending or prospective litigation, including, but not limited to, alleged obligations arising from personal injury, property damage, products liability, consumer complaints, employment law (excluding claims arising under workers' compensation law), secondary payor liability, or any other disputed legal or equitable claim based on tort, statute, contract, equity, or common law, be considered to be an obligation which is payable in the ordinary course of business; provided further, however, that Reclamation Claims allowed pursuant to the procedures set forth in the Reclamation Order shall be paid in Cash on the Distribution Date or as soon thereafter as is practical.

**2.2 Priority Tax Claims.** With respect to each Allowed Priority Tax Claim in any Debtor's Chapter 11 Case, at the sole option of the Debtors (or the Reorganized Debtors), the Allowed Priority Tax Claimholder shall be entitled to receive on account of such Priority Tax Claim, in full satisfaction, settlement, release, and discharge of and in exchange for such Priority Tax Claim, (a) equal Cash payments made on the last Business Day of every three (3) month period following the Effective Date, over a period not exceeding six years after the assessment of the tax on which such Claim is based, totaling the principal amount of such Claim plus simple interest on any outstanding balance from the Effective Date calculated at the interest rate available on ninety (90) day United States Treasuries on the Effective Date, (b) such other treatment agreed to by the Allowed Priority Tax Claimholder and the Debtors (or the Reorganized Debtors), provided such treatment is on more favorable terms to the Debtors (or the Reorganized Debtors) than the treatment set forth in subsection (a) above, or (c) payment in full in Cash.

## **ARTICLE III**

### **CLASSIFICATION OF CLAIMS AND INTERESTS**

#### **3.1 Introduction.**

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for purposes of voting on this Plan and of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims

and Priority Tax Claims of the kinds specified in sections 507(a)(1) and 507(a)(8) of the Bankruptcy Code have not been classified, and their treatment is set forth in Article II herein.

This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. Therefore, except as expressly provided in Section 3.3 herein, the classifications set forth in Section 3.2 herein shall be deemed to apply separately with respect to each plan proposed by each Debtor.

### **3.2 Classification of Claims Against and Interests In the Main Debtors.**

(a) Unimpaired Classes of Claims Against and Interests In the Main Debtors (deemed to have accepted this Plan and, therefore, not entitled to vote).

(i) Class 1 – Secured Tax Claims. Class 1 consists of all Secured Tax Claims.

(ii) Class 2 – Secured Claims. Class 2 consists of each separate subclass for each Secured Claim. Each subclass is deemed to be a separate Class for all purposes under the Bankruptcy Code.

(iii) Class 3 – Other Priority Claims. Class 3 consists of Other Priority Claims.

(iv) Class 4 – Intercompany Claims. Class 4 consists of all Intercompany Claims.

(v) Class 5 – Workers' Compensation Claims. Class 5 consists of all Workers' Compensation Claims.

(vi) Class 6 – Subsidiary Interests. Class 6 consists of Subsidiary Interests, except for Interests in Brands Preferred Stock.

(b) Impaired Classes of Claims Against and Interests In the Main Debtors (entitled to vote on this Plan).

(i) Class 7 – Capital Lease Claims. Class 7 consists of separate subclasses for the secured portion of each Capital Lease Claim. Each subclass is deemed to be a separate Class for all purposes under the Bankruptcy Code. The unsecured portion of each Capital Lease Claim shall be classified and treated as Class 9 General Unsecured Claims.

(ii) Class 8 – Prepetition Lender Claims. Class 8 consists of the Prepetition Lender Claims.

(c) Impaired Classes of Claims Against and Interests In the Main Debtors (deemed to have rejected this Plan and therefore not entitled to vote on this Plan).

(i) Class 9 – General Unsecured Claims. Class 9 consists of the General Unsecured Claims, including Deficiency Claims.

(ii) Class 10 – Subordinated Securities Claims. Class 10 consists of two separate subclasses for the Subordinated Securities Claims. Each subclass is deemed to be a separate Class for all purposes under the Bankruptcy Code. Both subclasses are deemed to have rejected this Plan and, therefore, neither subclass is entitled to vote.

(1) Class 10a – Subordinated Debt Securities Claims. Class 10a consists of all Subordinated Debt Securities Claims that may exist against a particular Debtor.

(2) Class 10b – Subordinated Equity Securities Claims. Class 10b consists of all Subordinated Equity Securities Claims that may exist against a particular Debtor.

(iii) Class 11 – Interests in Brands Preferred Stock. Class 11 consists of Interests in Brands Preferred Stock.

(iv) Class 12 – Interests in IBC. Class 12 consists of Interests in IBC.

### **3.3 Classification of Claims Against and Interests In Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery.**

(a) Unimpaired Classes of Claims Against and Interests (deemed to have accepted these Plans and, therefore, not entitled to vote).

(i) Class 1 – Other Priority Claims. As to the separate Plans of each of Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery, Class 1 consists of Other Priority Claim.

(ii) Class 2 – Intercompany Claims. As to the separate Plans of each of Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery, Class 2 consists of all Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery Intercompany Claims, respectively.

(iii) Class 3 – Interests. As to the separate Plans of each of Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery,

Class 3 consists of all Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery Interests, respectively.

(b) Impaired Classes of Claims (Classes 4 and 5 are entitled to vote on this Plan).

(i) Class 4 –Trade Claims. As to the separate Plans of each of Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery, Class 4 consists of all Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery Trade Claims, respectively.

(ii) Class 5 –General Unsecured Claims. As to the separate Plans of each of Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery, Class 5 consists of all Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery General Unsecured Claims, respectively.

#### ARTICLE IV

#### **PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS**

##### **4.1 Treatment of Claims Against and Interests In the Main Debtors.**

(a) Class 1 (Secured Tax Claims). Except as otherwise provided in and subject to Section 8.7 herein, on the first Periodic Distribution Date occurring after the later of (a) the date a Secured Tax Claim becomes an Allowed Secured Tax Claim or (b) the date a Secured Tax Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the holder of such Secured Tax Claim, the holder of such Class 1 Secured Tax Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Secured Tax Claim, (x) Cash equal to the amount of such Allowed Secured Tax Claim or (y) such other treatment as to which the Debtors (or the Reorganized Debtors) and such Claimholder shall have agreed in writing, provided that such treatment is not more favorable than the treatment in clause (x) above. The Debtors' failure to object to a Secured Tax Claim in the Chapter 11 Cases shall be without prejudice to the Reorganized Debtors' right to contest or otherwise defend against such Claim in the Bankruptcy Court or other appropriate non-bankruptcy forum (at the option of the Debtors or the Reorganized Debtors) when and if such Claim is sought to be enforced by the holder of the Secured Tax Claim.

(b) Class 2 (Secured Claims). Except as otherwise provided in and subject to Section 8.7 herein, on the first Periodic Distribution Date occurring after the later of (a) the date a Secured Claim becomes an Allowed Secured Claim or (b)



the date a Secured Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the holder of such Secured Claim, the Debtors (or Reorganized Debtors) shall, in full satisfaction, settlement, release, and discharge of and in exchange for such Class 2 Secured Claim, (x) pay Cash equal to the amount of such Allowed Secured Claim, (y) return the collateral to the secured creditor with respect to such Secured Claim, or (z) reinstate such Secured Claim in accordance with the provisions of subsection 1124(2) of the Bankruptcy Code. The Debtors' failure to object to a Secured Claim in the Chapter 11 Cases shall be without prejudice to the Reorganized Debtors' right to contest or otherwise defend against such Claim in the Bankruptcy Court or other appropriate non-bankruptcy forum (at the option of the Reorganized Debtors) when and if such Claim is sought to be enforced by the holder of the Secured Claim.

(c) Class 3 (Other Priority Claims). Except as otherwise provided in and subject to Section 8.7 herein, on the first Periodic Distribution Date occurring after the later of (a) the date an Other Priority Claim becomes an Allowed Other Priority Claim or (b) the date an Other Priority Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the holder of such Other Priority Claim, each Class 3 Other Priority Claimholder shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Other Priority Claim, (x) Cash in an amount equal to the amount of such Allowed Other Priority Claim or (y) such other treatment as to which the Debtors (or the Reorganized Debtors) and such Claimholder shall have agreed upon in writing, provided that such treatment is not more favorable than the treatment in clause (x) above. The Debtors' failure to object to an Other Priority Claim in the Chapter 11 Cases shall be without prejudice to the Reorganized Debtors' right to contest or otherwise defend against such Claim in the Bankruptcy Court or other appropriate non-bankruptcy forum (at the option of the Debtors or the Reorganized Debtors) when and if such Claim is sought to be enforced by the holder of the Other Priority Claim.

(d) Class 4 (Intercompany Claims). Each Intercompany Claim will, in the sole discretion of the applicable Debtor or Reorganized Debtor holding such Claim, be (a) released, waived and discharged as of the Effective Date, (b) contributed to the capital of the obligor corporation, (c) dividended, or (d) remain unimpaired; provided that the applicable Debtor or Reorganized Debtor shall seek the consent of Equity Investors and the Prepetition Investors with respect to the treatment of each Intercompany Claim, with such consent not to be unreasonably withheld.

(e) Class 5 (Workers' Compensation Claims). The Reorganized Debtors shall pay all Workers' Compensation Claims that are determined to be valid under applicable state law and the corresponding programs maintained by the Debtors in accordance with the terms and conditions of such state law and such programs. Nothing in this Plan shall be deemed to discharge, release, or relieve the Debtors or

the Reorganized Debtors from any current or future liability with respect to any valid Workers' Compensation Claim, regardless of when the underlying injuries occurred. All payments of Workers' Compensation Claims made by the Debtors during the pendency of the Chapter 11 Cases are hereby ratified. The Debtors' failure to object to a Workers' Compensation Claim in the Chapter 11 Cases shall be without prejudice to the Reorganized Debtors' right to contest or otherwise defend against such Claim in the Bankruptcy Court or other appropriate non-bankruptcy forum (at the option of the Reorganized Debtors) when and if such Claim is sought to be enforced by the holder of the Workers' Compensation Claim.

(f) Class 6 (Subsidiary Interests). Class 6 Subsidiary Interests shall be unaffected by this Plan, except to the extent required by the Restructuring Transactions.

(g) Class 7 (Capital Lease Claims). Except as otherwise provided herein and subject to Section 8.7, on the first Periodic Distribution Date occurring after the later of (a) the date a Capital Lease Claim becomes an Allowed Capital Lease Claim or (b) the date a Capital Lease Claim becomes payable pursuant to any agreement between the Debtors and the holder of such Capital Lease Claim, the holder of such Class 7 Capital Lease Claim, in full satisfaction, settlement, release and discharge of and in exchange for such Class 7 Capital Lease Claim shall, in the sole discretion of the Debtors, (w) receive deferred Cash payments totaling at least the allowed amount of such Allowed Class 7 Capital Lease Claim, (x) upon abandonment by the Debtors, receive the collateral with respect to such Capital Lease Claim, (y) have such Class 7 Capital Lease Claim reinstated in accordance with the provisions of subsection 1124(2) of the Bankruptcy Code, or (z) receive such other treatment as the Debtors and such Claimholder shall have agreed upon in writing as announced at or prior to the Confirmation Hearing.

(h) Class 8 (Prepetition Lender Claims). Notwithstanding any provision to the contrary herein, upon entry of the Confirmation Order, all Prepetition Lender Claims (excluding liability of the Debtors to the Prepetition Lenders for undrawn, outstanding letters of credit) shall be allowed in full in the aggregate amount of \$451,486,946 (or such greater amount as may be applicable in the event that a letter of credit outstanding under the Prepetition Credit Agreement is drawn after the date of this Plan) and shall constitute Allowed Claims for all purposes in these Chapter 11 Cases, not subject to defense, offset, counterclaim, recoupment, reduction, subordination or recharacterization by the Debtors or any party in interest.

On the Effective Date, each holder of an Allowed Prepetition Lender Claim shall receive in full satisfaction, settlement, release and discharge of and in exchange for such Claim, its Pro Rata share of each component of the Prepetition Lenders Plan Distribution Property, with the amount of each Claimholder's Pro Rata share to be determined by a fraction, the numerator of which is equal to the amount of such

Claimholder's Allowed Prepetition Lender Claim, and the denominator of which is equal to the aggregate amount of all Allowed Prepetition Lender Claims. Adequate Protection Claims shall be deemed satisfied in full by payments made pursuant to and in accordance with the DIP Facility Order.

On the Effective Date, each issued and outstanding letter of credit under the Prepetition Credit Agreement (each a "Prepetition LC") shall be replaced and cancelled, secured by "back up" letters of credit issued by an institution acceptable to the issuer of the Prepetition LC, or cash collateralized at 105% of the face amount of each Prepetition LC on terms in form and substance (a) satisfactory to the bank issuer of such Prepetition LC and (b) reasonably satisfactory to Equity Investors and the Prepetition Investors.

(i) Class 9 (General Unsecured Claims). Holders of General Unsecured Claims against the Main Debtors shall neither receive nor retain any property on account of their Claims.

(j) Class 10a (Subordinated Debt Securities Claims). Subordinated Debt Securities Claims shall be cancelled, released, and extinguished. Holders of Subordinated Debt Securities Claims shall neither receive nor retain any property on account of their Claims.

(k) Class 10b (Subordinated Equity Securities Claims). Subordinated Equity Securities Claims shall be cancelled, released, and extinguished. Holders of Subordinated Equity Securities Claims shall neither receive nor retain any property on account of their Claims.

(l) Class 11 (Interests in Brands Preferred Stock). Interests in Brands Preferred Stock shall be cancelled, released, and extinguished, and holders of such Interests shall neither receive nor retain any property on account of such Interests.

(m) Class 12 (Interests in IBC). Interests in IBC shall be cancelled, released, and extinguished, and holders of such Interests shall neither receive nor retain any property on account of such Interests.

#### **4.2 Treatment of Claims Against and Interests In Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery.**

(a) Class 1 (Other Priority Claims). Except as otherwise provided in and subject to Section 8.7 herein, on the first Periodic Distribution Date occurring after the later of (a) the date an Other Priority Claim becomes an Allowed Other Priority Claim or (b) the date an Other Priority Claim becomes payable pursuant to any agreement between Mrs. Cubbison's (or Reorganized Mrs. Cubbison's), Armour & Main Redevelopment (or Reorganized Armour & Main Redevelopment) or New

England Bakery (or Reorganized New England Bakery), as applicable, and the holder of such Other Priority Claim, each Class 1 Other Priority Claimholder shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Other Priority Claim, (x) Cash in an amount equal to the amount of such Allowed Other Priority Claim or (y) such other treatment as to which Mrs. Cubbison's (or Reorganized Mrs. Cubbison's), Armour & Main Redevelopment (or Reorganized Armour & Main Redevelopment) or New England Bakery (or Reorganized New England Bakery), as applicable, and such Claimholder shall have agreed upon in writing, provided that such treatment is not more favorable than the treatment in clause (x) above. The Debtors' failure to object to an Other Priority Claim in the Chapter 11 Cases shall be without prejudice to Reorganized Mrs. Cubbison's, Reorganized Armour & Main Redevelopment's, or Reorganized New England Bakery's, as applicable, right to contest or otherwise defend against such Claim in the Bankruptcy Court or other appropriate non-bankruptcy forum (at the option of the applicable Debtor or Reorganized Debtor) when and if such Claim is sought to be enforced by the holder of the Other Priority Claim.

(b) Class 2 (Intercompany Claims). Each Mrs. Cubbison's Intercompany Claim, Armour & Main Redevelopment Intercompany Claim and New England Bakery Intercompany Claim will, in the sole discretion of the applicable Debtor or Reorganized Debtor holding such Claim, be (a) released, waived and discharged as of the Effective Date, (b) contributed to the capital of the obligor corporation, (c) dividended, or (d) remain unimpaired; provided that the applicable Debtor or Reorganized Debtor shall seek the consent of Equity Investors and the Prepetition Investors with respect to the treatment of each such Claim, with such consent not to be unreasonably withheld.

(c) Class 3 (Interests). Class 3 Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery Interests shall be unaffected by this Plan, except to the extent required or permitted by the Restructuring Transactions or as may be required in the event the Mrs. Cubbison's Substantive Consolidation Motion, Armour & Main Redevelopment Substantive Consolidation Motion or New England Bakery Substantive Consolidation Motion is prosecuted to conclusion.

(d) Class 4 (Trade Claims). Unless the holder of a Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery Trade Claim and the applicable Debtor agree to a different treatment, on the Effective Date, each holder of a Allowed Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery Trade Claim shall have its Claim paid in full in Cash (not including accrued post-petition interest).

(e) Class 5 (General Unsecured Claims). If Class 5 Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery General Unsecured Claims votes to accept the applicable Plan and such Plan is confirmed, the

Debtors will withdraw the Mrs. Cubbison's Substantive Consolidation Motion, Armour & Main Redevelopment Substantive Consolidation Motion, or New England Bakery Substantive Consolidation Motions, as applicable, with prejudice, and, on the Effective Date or as soon thereafter as is reasonable and practicable, each holder of an Allowed Class 5 Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery General Unsecured Claim, as applicable, shall be entitled to receive such holder's Pro Rata share of the Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery General Unsecured Claims Distribution Property, as applicable, or (b) if Class 5 Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery General Unsecured Claims does not vote to accept the applicable Plan or if the applicable Plan is not confirmed, then, the Debtors shall prosecute the Mrs. Cubbison's, Armour & Main Redevelopment, or New England Bakery Substantive Consolidation Motion, as applicable, and, if such motion is granted, the holders of Claims against, and Interests in, the Debtors to which such motion(s) apply shall receive the same treatment as holders of Claims against, and Interests in, IBC under the Plan with respect to IBC.

#### **4.3 Special Provisions Regarding Insured Claims.**

(a) Distributions under this Plan to each holder of an Insured Claim shall be in accordance with the treatment provided under this Plan for General Unsecured Claims; provided, however, that the maximum amount of any Claim under this Plan on account of an Allowed Insured Claim upon which a distribution shall be made shall be limited to an amount equal to the applicable self-insured retention under the relevant insurance policy; provided further, however, that, to the extent a holder has an Allowed Insured Claim the amount of which exceeds the total coverage available from the relevant insurance policies of the Debtors, such holder shall have an Allowed General Unsecured Claim in the amount by which such Allowed Insured Claim exceeds the coverage available from the relevant Debtors' insurance policies. Nothing in this section shall constitute a waiver or release of any Retained Actions or Avoidance Claims the Debtors may hold against any Person, including the Debtors' insurance carriers; and nothing in this section is intended to, shall, or shall be deemed to preclude any holder of an Allowed Insured Claim from seeking and/or obtaining a distribution or other recovery from any insurer of the Debtors in addition to (but not in duplication of) any distribution such holder may receive under this Plan; provided, however, that the Debtors do not waive, and expressly reserve their rights to assert that any insurance coverage is property of the Estates to which they are entitled.

(b) This Plan shall not expand the scope of, or alter in any other way, the rights and obligations of the Debtors' insurers under their policies, and the Debtors' insurers shall retain any and all defenses to coverage that such insurers may have, including the right to contest and/or litigate with any party, including the Debtors, the existence, primacy and/or scope of available coverage under any alleged applicable policy. This Plan shall not operate as a waiver of any other Claims the

Debtors' insurers have asserted or may assert in any proof of claim or the Debtors' rights and defenses to such proofs of claim.

**4.4 Reservation of Rights.** Except as otherwise explicitly provided in this Plan, nothing shall affect the Debtors' or the Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Claims, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment of Claims. Except to the extent a Reorganized Debtor expressly assumes an obligation or liability of a Debtor or another Reorganized Debtor, this Plan shall not operate to impose liability on any Reorganized Debtor for the Claims against any other Debtor or the debts and obligations of any other Debtor or Reorganized Debtor, and from and after the Effective Date, each Reorganized Debtor, subject to the Restructuring Transactions, will be separately liable for its own obligations.

## **ARTICLE V**

### **ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE IMPAIRED CLASSES OF CLAIMS OR INTERESTS**

**5.1 Impaired Classes of Claims Entitled to Vote.** Holders of Claims and Interests in each Impaired Class of Claims or Interests are entitled to vote as a Class to accept or reject this Plan, other than Classes that are deemed to reject this Plan as provided in Section 5.4 herein. Accordingly, the votes of holders of Claims in Classes 7 and 8 with respect to the Main Debtors and Classes 4 and 5 with respect to Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery shall be solicited with respect to this Plan.

**5.2 Classes Deemed to Accept Plan.** With respect to the Main Debtors, Class 1 Secured Tax Claims, Class 2 Secured Claims, Class 3 Other Priority Claims, Class 4 Intercompany Claims, Class 5 Workers' Compensation Claims, and Class 6 Subsidiary Interests are Unimpaired by this Plan. With respect to Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery, Class 1 Other Priority Claims, Class 2 Intercompany Claims and Class 3 Interests are Unimpaired by this Plan. Under section 1126(f) of the Bankruptcy Code and/or the Solicitation Procedures Order, such Claimholders are conclusively presumed to have accepted this Plan, and the votes of such Claimholders will not be solicited.

**5.3 Acceptance by Impaired Classes.** With respect to the Main Debtors, Class 7 Capital Lease Claims and Class 8 Prepetition Lender Claims are Impaired under this Plan. With respect to Mrs. Cubbison's, Armour & Main Redevelopment and New England Bakery Class 4 Trade Claims and Class 5 General Unsecured Claims are Impaired under this Plan. Pursuant to section 1126(c) of the Bankruptcy

Code, and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class has accepted this Plan if this Plan is accepted by the holders of at least two-third ( $\frac{2}{3}$ ) in dollar amount and more than one-half ( $\frac{1}{2}$ ) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

**5.4 Classes Deemed to Reject Plan.** With respect to the Main Debtors, because holders of Claims in Class 9 General Unsecured Claims, Class 10a Subordinated Debt Securities Claims and Class 10b Subordinated Equity Securities Claims, and the holders of Interests in Class 11 Interests in Brands Preferred Stock and Class 12 Interests in IBC are not receiving or retaining any property under this Plan on account of such Claims or Interests, they are conclusively presumed to have rejected this Plan, and the votes of such holders will not be solicited.

**5.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code.** To the extent that any Impaired Class entitled to vote rejects this Plan or is deemed to have rejected it, the Debtors will request confirmation of this Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code.

**5.6 Confirmability and Severability of a Plan.** Subject to Section 14.2, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan as it applies to the Debtors or any particular Debtor. A determination by the Bankruptcy Court that this Plan, as it applies to the Debtors or any particular Debtor, is not confirmable pursuant to section 1129 of the Bankruptcy Code shall not limit or affect: (a) the confirmability of this Plan as it applies to the other Debtor(s); or (b) the Debtors' ability to modify this Plan, as it applies to the Debtors or to any particular Debtor, to satisfy the requirements of section 1129 of the Bankruptcy Code.

## ARTICLE VI

### MEANS FOR IMPLEMENTATION OF THE PLAN

**6.1 Continued Corporate Existence.** Subject to the Restructuring Transactions contemplated by this Plan, each of the Debtors shall continue to exist as a Reorganized Debtor after the Effective Date as a separate corporate entity, with all the powers of a corporation or limited liability company, as applicable, under applicable law in the jurisdiction in which each applicable Debtor is organized and pursuant to the Organizational Documents in effect prior to the Effective Date, except to the extent such Organizational Documents are amended by this Plan, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date.

**6.2 Corporate Action.** Each of the matters provided for under this Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors, shall, as of the Effective Date, be deemed to have occurred

and be effective as provided herein, and shall be authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by stockholders, creditors, or directors of any of the Debtors or the Reorganized Debtors.

**6.3 Certificate of Incorporation and Bylaws.** The Organizational Documents shall be amended as necessary to satisfy the provisions of this Plan and the Bankruptcy Code. The Organizational Documents for Reorganized IBC shall, among other things, authorize 60,000,000 shares of New Common Stock, \$0.01 par value per share. The Certificate of Incorporation for Reorganized IBC, in form and substance satisfactory to Equity Investors, is attached hereto as Exhibit L and the bylaws for Reorganized IBC, in form and substance satisfactory to Equity Investors, is attached hereto as Exhibit M. A summary description of the New Common Stock is set forth as Exhibit F. The charter and bylaws of each Reorganized Subsidiary Debtor, shall be amended as necessary to satisfy the provisions of this Plan and the Bankruptcy Code and shall include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code, until two (2) years after the Effective Date.

**6.4 Cancellation of Existing Securities and Agreements.** On the Effective Date, except as otherwise specifically provided for herein, (a) the Existing Securities and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors, except such notes or other instruments evidencing indebtedness or obligations of or Interests in the Debtors that are Reinstated under this Plan, shall be cancelled, and (b) the obligations of, Claims against, and/or Interests in the Debtors under, relating, or pertaining to any agreements, indenture, certificates of designation, bylaws, or certificate or articles of incorporation or similar document governing the Existing Securities and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors or ownership interest in the Debtors, except such notes or other instruments evidencing indebtedness or obligations of or interests in the Debtors that are Reinstated under this Plan, as the case may be, shall be released and discharged. Notwithstanding anything to the contrary herein, as of the Effective Date, the Reorganized Debtors shall assume all existing indemnification obligations arising under (i) the Prepetition Credit Agreement (including the Loan Documents, as defined therein) in favor of JPMCB, J.P. Morgan Securities Inc. and any of the Plan Supporters (each in their respective capacity under the Prepetition Credit Agreement), (ii) the DIP Credit Agreement, (iii) the exit facility commitment letter by and among Silver Point, IBC and Brands dated October 18, 2007, as amended and restated as of November 6, 2007, (iv) the Term Loan Facility Commitment Papers and (v) Annexes I and I-A to the Commitment Letter, and all such indemnification obligations shall not be cancelled, terminated or otherwise modified and shall remain in full force and effect. Subject to



payment in full of the Old Convertible Note Indenture Trustee Fee Claim on the Effective Date, all of the obligations of the Debtors and the Reorganized Debtors under the Old Convertible Note Indenture and the Old Convertible Notes, including indemnification obligations, shall be cancelled, released and discharged without limitation, and the Old Convertible Notes Indenture Trustee shall be discharged from any further obligations thereunder, provided, however, that said cancellation, release and discharge shall not affect, limit or impair the rights of the Old Convertible Notes Indenture Trustee as against any holder of Old Convertible Notes. Upon and subject to such cancellation, release and discharge, all distributions to holders of Old Convertible Notes Claims by the Trustee of the Creditors' Trust, if any, shall be made directly by the Trustee thereof and the Old Convertible Notes Indenture Trustee shall have no duties relating thereto.

#### **6.5 Authorization and Issuance of New Common Stock.**

(a) The Certificate of Incorporation for Reorganized IBC shall authorize 60,000,000 shares of New Common Stock. On the Effective Date, Reorganized IBC shall (i) issue up to 4,420,000 shares of New Common Stock to the Term Loan Facility Lenders (or their Permitted Affiliates) and (ii) issue 4,420,000 shares of New Common Stock to Equity Investors. A summary description of the New Common Stock is set forth as Exhibit F.

(b) The New Common Stock issued under this Plan shall be subject to economic and legal dilution based upon (i) the issuance of New Common Stock pursuant to the Long Term Incentive Plan as set forth in Section 6.8 of this Plan, (ii) the conversions of New Convertible Secured Notes, (iii) the exercise of Warrants, (iv) the employee equity sharing plans to be entered into in connection with the Transaction, (v) the Trust Stock Appreciation Rights, and (vi) any other shares of New Common Stock issued after the consummation of this Plan.

(c) The issuance of the New Common Stock, including the shares of the New Common Stock, options, or other equity awards, if any, reserved by Reorganized IBC for the Long Term Incentive Plan and the other employee equity sharing plans to be entered into in connection with the Transaction, and the shares of New Common Stock reserved by Reorganized IBC for the conversion of the New Convertible Secured Notes and the exercise of the Warrants, is authorized without the need for any further corporate action or action by any other party.

All of the shares of New Common Stock issued pursuant to this Plan shall be duly authorized, validly issued, and if applicable, fully paid and non-assessable.

## **6.6 Directors and Officers.**

(a) The existing officers or managing members of the Debtors shall remain in their current capacities as officers of the Reorganized Debtors, subject to the ordinary rights and powers of the board of directors or equityholders, as the case may be, to replace them.

(b) On the Effective Date, the term of the current members of the board of directors of the corporate Debtors shall expire. The initial board of directors of the corporate Reorganized Debtors will consist of eight (8) directors. Craig Jung (or in the event of his death, incapacity, or resignation, the chief executive officer of IBC) shall serve as a director. Equity Investors shall designate five (5) directors. The Prepetition Investors shall designate two (2) directors reasonably satisfactory to Equity Investors.

The Persons designating board members shall file with the Bankruptcy Court and give to the Debtors written notice of the identities of such members on a date that is not less than ten (10) days prior to the Voting Deadline.

(c) Other provisions governing the service, term and continuance in office of the members of the board shall be as set forth in the Organizational Documents of the Reorganized Debtors.

## **6.7 Employment, Retirement, Indemnification and Other Agreements and Incentive Compensation Programs.**

(a) The proposed terms of employment of certain key employees of the Reorganized Debtors, to be effective on the Effective Date, are summarized at Exhibit N attached hereto (the “Executive Employment Agreements”). The Executive Employment Agreements are to be in form and substance satisfactory to Equity Investors and the assumption of, or entry into, the Executive Employment Agreements as provided for herein shall be subject to the consent of Equity Investors prior to the Confirmation Date. For the avoidance of doubt, with the exception of the requirement that the Debtors assume the Executive Employment Agreement with Craig Jung, entry into or assumption of any Executive Employment Agreement or other employment agreement shall not be a condition precedent to the confirmation or consummation of this Plan.

(b) With the exception of those individuals (i) whose employment terms are summarized on Exhibit N, and (ii) the terms of whose employment agreements are subject to a rejection motion as of the Confirmation Hearing, to the extent that any of the Debtors has in place as of the Effective Date employment, severance (change in control), retirement, indemnification and other agreements with their respective active directors, officers, managing members and employees who will continue in such capacities or a similar capacity after the Effective Date, or retirement

income plans, welfare benefit plans and other plans for such Persons, such agreements, programs and plans will remain in place after the Effective Date, and the Reorganized Debtors will continue to honor such agreements, programs and plans except to the extent provided herein without prejudice to the Reorganized Debtors' authority to modify or eliminate any such agreements, programs or plans as permitted under applicable non-bankruptcy law. Benefits provided under such agreements or plans may include benefits under qualified and non-qualified retirement plans; health and dental coverage; short and long-term disability benefits; death and supplemental accidental death benefits; vacation; leased car; financial consulting, tax preparation and estate planning as well as an annual physical examination, each paid or provided commensurate with an employee's position in accordance with the applicable Reorganized Debtor's policies then in effect. Such agreements and plans also may include equity, bonus and other incentive plans in which officers, managing members and other employees of the Reorganized Debtors may be eligible to participate; provided, however, such equity, bonus and other incentive plans shall not provide for the issuance of New Common Stock and to the extent that such equity, bonus and other incentive plan provides for the issuance of Existing Securities, such provision shall be deemed null and void and the officers, managing members and other employees shall waive any right to enforce such provisions; provided, further, however, that pursuant to the Long Term Incentive Plan, there shall be reserved for certain members of management, directors, and other employees of the Reorganized Debtors a certain number of shares of New Common Stock and other securities all as more fully described in Section 6.8 below.

(c) Notwithstanding anything contained herein to the contrary, the terms of the KERP shall not be modified, altered, or amended. Retention Bonuses (as defined in the KERP) shall be paid in the amounts and at such times as contemplated by the KERP.

**6.8 Implementation of the Long Term Incentive Program.** A summary of the Long Term Incentive Plan is attached hereto as Exhibit E. On the Effective Date, the Reorganized Debtors shall implement the Long Term Incentive Plan in order to promote the growth and general prosperity of the Reorganized Debtors by offering incentives to key employees who are primarily responsible for the growth of the Reorganized Debtors, and to attract and retain qualified employees and thereby benefit the shareholders of the Reorganized Debtors based on growth of the Reorganized Debtors. Pursuant to the Long Term Incentive Plan, the Reorganized Debtors shall deliver certain stock options and restrictive stock grants to certain members of management and other employees on and after the Effective Date, in such amounts and pursuant to such terms as set forth in the Long Term Incentive Plan.

The Long Term Incentive Plan will be administered by Reorganized IBC's board of directors. In applying and interpreting the provisions of the Long Term Incentive Plan, the decisions of Reorganized IBC's board of directors shall be final.

The Long Term Incentive Plan is to be in form and substance satisfactory to Equity Investors and the establishment of the Long Term Incentive Plan shall be subject to the consent of Equity Investors.

**6.9 Termination of the SERP.** Immediately prior to the Effective Date, the SERP shall be deemed terminated, and the Reorganized Debtors' obligations thereunder shall cease, and on the Effective Date the trustee of the rabbi trust holding certain assets of the SERP shall remit such assets to the Reorganized Debtors to be used for general corporate purposes.

**6.10 Equity Investors' Contribution.** Pursuant and subject to the terms and conditions of the Investment Agreement, Equity Investors shall make the Investment in the amount specified in the Investment Agreement, to be utilized by the Debtors or Reorganized Debtors to make Cash distributions as required under this Plan and to consummate the transactions contemplated by this Plan, the Investment Agreement and the Commitment Letter.

**6.11 Issuance of the New Convertible Secured Notes, the New Common Stock and Warrants and Entry Into the New Third Lien Term Loan.** On the Effective Date, Reorganized IBC shall issue the New Convertible Secured Notes, the New Common Stock and the Warrants for distribution, and shall enter into the New Third Lien Term Loan, in accordance with the terms of the Transaction. In the Confirmation Order, the Bankruptcy Court shall approve the New Third Lien Term Loan and the New Convertible Secured Notes in substantially the form disclosed to the Bankruptcy Court and authorize the Reorganized Debtors to enter into the New Third Lien Term Loan and issue the New Convertible Secured Notes pursuant to the New Third Lien Term Loan Credit Facility and the New Convertible Secured Note Indenture, respectively, and execute the same together with such other documents as the agent under the New Third Lien Term Loan and the trustee under the New Convertible Secured Note Indenture may reasonably require.

The issuance to the Prepetition Lenders of the New Convertible Secured Notes (including the New Common Stock into which such New Convertible Secured Notes are convertible) and the distribution thereof shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code. The definitive documents with respect to the New Convertible Secured Notes distributed pursuant to this Plan will have mandatory conversion rights, anti-dilution rights and transfer restrictions reflecting the terms set forth on Exhibit G hereto and shall be mutually acceptable to the Debtors, Equity Investors and the Prepetition Investors.

**6.12 Post-Effective Date Financing.** On the Effective Date, the Reorganized Debtors (other than Mrs. Cubbison's) shall (a) enter into the New Credit Facilities and the New Third Lien Term Loan Credit Facility together with all guarantees evidencing obligations of the Reorganized Debtors thereunder and

security documents, (b) execute mortgages, certificates and other claims documentation and deliveries as the Prepetition Investors reasonably request, (c) deliver insurance and customary opinions, and (d) enter into other documentation as described in the Term Loan Facility Commitment Papers and Exhibit H to the Commitment Letter, all of which items in clauses (a) – (d) shall be in form and substance reasonably satisfactory to the Prepetition Investors, and such documents and all other documents, instruments and agreements to be entered into, delivered or contemplated thereunder shall become effective in accordance with their terms on the Effective Date. In the Confirmation Order, the Bankruptcy Court shall approve the New Credit Facilities and the New Third Lien Term Loan Credit Facility in substantially the form disclosed to the Bankruptcy Court and authorize the Reorganized Debtors to execute the same together with such other documents as the lenders under the New Credit Facilities and the New Third Lien Term Loan Credit Facility may reasonably require in order to effectuate the treatment afforded to such parties under the New Credit Facilities and the New Third Lien Term Loan Credit Facility, respectively.

Upon the Effective Date (i) the Debtors and the Reorganized Debtors are authorized to execute and deliver the New Credit Facility Documents, the New Third Lien Term Loan Credit Facility, the New Convertible Secured Note Indenture, all mortgages, intercreditor agreements, security documents and all other related agreements, documents or instruments to be executed or delivered in connection therewith (collectively, the “Exit Facility Documents”) and perform their obligations thereunder including, without limitation, the payment or reimbursement of any fees, expenses, losses, damages or indemnities, (ii) the Exit Facility Documents shall constitute the legal, valid and binding obligations of the Reorganized Debtors parties thereto, enforceable in accordance with their respective terms, (iii) the Liens granted to secure the obligations under each applicable Exit Facility Document shall be, and shall remain (until released in accordance with the terms of the applicable Exit Facility Document), legal, valid, perfected, non-voidable, non-avoidable and binding liens on, and security interests in, all property and assets of the Reorganized Debtors (to the extent required by the Exit Facility Documents) having the priority granted to them under the Plan, and (iv) no obligation, payment, transfer or grant of security under the Exit Facility Documents shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff or counterclaim on account of any act, event or occurrence arising on or prior to the Effective Date. The Debtors and the Reorganized Debtors, as applicable, and the other persons granting any liens and security interests to secure the obligations under the Exit Facility Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence perfection of such liens and security interests under the provisions of any applicable federal, state, provincial or other law (whether domestic or foreign) (it being understood that perfection shall occur automatically by virtue of the entry of the

Confirmation Order and any such filings, recordings, approvals and consents shall not be required for such perfection), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

**6.13 Restructuring Transactions and Alternative Structures.** Subject to the prior agreement of Equity Investors and the Prepetition Investors on the form of the Restructuring Transactions, the Debtors or the Reorganized Debtors, as the case may be, shall take such actions as may be necessary or appropriate to effect the relevant Restructuring Transactions. Such actions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation or reorganization containing terms that are consistent with the terms of this Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any property, right, liability, duty or obligation on terms consistent with the terms of this Plan; (c) the filing of appropriate Organizational Documents with the appropriate governmental authorities under applicable law; and (d) all other actions that such Debtor or Reorganized Debtor determines are necessary or appropriate, including the making of filings or recordings in connection with the relevant Restructuring Transaction. In the event a Restructuring Transaction is a merger transaction, upon the consummation of such Restructuring Transaction, each party to such merger shall cease to exist as a separate corporate entity and thereafter the surviving Reorganized Debtor shall assume and perform the obligations under this Plan of each Reorganized Debtor party to such merger. In the event a Reorganized Debtor is liquidated, the Reorganized Debtors (or the Reorganized Debtor which owned the stock of such liquidating Debtor prior to such liquidation) shall assume and perform the obligations of such liquidating Reorganized Debtor under this Plan.

Several alternative structures for the post-emergence capital structure of the Debtors are being explored. Under certain of the alternative structures, Equity Investors would organize one or more new entities which would acquire the Debtors, or the assets of the Debtors, in a taxable transaction. Other alternative structures involve the Debtors entering into certain transactions prior to the Effective Date in order to modify the overall corporate structure of the Debtors and/or otherwise structure their businesses for corporate or operational reasons. The reorganization of the Debtors will be consummated pursuant to an alternative structure described in this paragraph only if, after further analysis, the Debtors believe that it will improve the corporate or operational structure or otherwise provide efficiencies to the Estates or the Reorganized Debtors, and only if the Debtors have received the prior written consent of Equity Investors and the Prepetition Investors. Any such reorganization will not have any material adverse effect on any of the distributions under this Plan.

**6.14 Preservation of Causes of Action.** In accordance with section 1123(b)(3) of the Bankruptcy Code and except as otherwise provided in this Plan, the Reorganized Debtors shall retain and may, in their sole discretion, enforce or prosecute all Retained Actions, a nonexclusive list of which is attached hereto as Exhibit A-1. The Debtors or the Reorganized Debtors, in their sole and absolute discretion, will determine whether to bring, settle, release, compromise, or enforce such rights (or decline to do any of the foregoing). The Reorganized Debtors or any successors may prosecute (or decline to prosecute) such Retained Actions in accordance with the best interests of the Reorganized Debtors or any successors holding such rights of action. Except as otherwise provided herein, the failure of the Debtors to specifically list any Claim, right of action, suit or proceeding in the Schedules or in Exhibit A-1 does not, and will not be deemed to, constitute a waiver or release by the Debtors of such claim, right of action, suit or proceeding, and the Reorganized Debtors will retain the right to pursue such claims, rights of action, suits or proceedings in their sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit or proceeding upon or after the confirmation or consummation of this Plan.

**6.15 Exclusivity Period.** Subject to Section 14.2, the Debtors shall retain the exclusive right to amend or modify this Plan, and to solicit acceptances of any amendments to or modifications of this Plan, through and until the Effective Date.

**6.16 Effectuating Documents; Further Transactions.** The chairman of the board of directors, the Chief Executive Officer, or any other executive officer or managing member of the Debtors shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Secretary or Assistant Secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

**6.17 Exemption From Certain Transfer Taxes and Recording Fees.** Pursuant to section 1146(c) of the Bankruptcy Code, any transfers from a Debtor to a Reorganized Debtor or to any other Person or entity pursuant to this Plan (including, without limitation, pursuant to any grant of collateral under the New Credit Facilities), or any agreement regarding the transfer of title to or ownership of any of the Debtors' real or personal property, will not be subject to any document recording tax, stamp tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording tax, or other similar tax or governmental assessment, and the Confirmation Order will direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to

accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**6.18 Substantive Consolidation Motions.** If Class 5 General Unsecured Claims voting on the respective Plans of Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery do not each vote as a class to accept the applicable Plan, and if the applicable Plan as it pertains to Mrs. Cubbison's, Armour & Main Redevelopment or New England Development is not timely confirmed, the Debtors shall seek to substantively consolidate Mrs. Cubbison's, Armour & Main Redevelopment or New England Bakery, as appropriate, and IBC pursuant to the Mrs. Cubbison's Substantive Consolidation Motion, the Armour & Main Redevelopment Substantive Consolidation Motion or New England Bakery Substantive Consolidation Motion, as applicable. The Debtors may combine two or more Substantive Consolidation Motions in one pleading. Objections to the Substantive Consolidation Motion(s) may be decided at the Confirmation Hearing or at a later date.

## ARTICLE VII

### UNEXPIRED LEASES AND EXECUTORY CONTRACTS

**7.1 Assumed (Non-Union) Contracts and Leases.** Except with respect to the Union Contracts (whose treatment under this Plan is described in Section 7.3 herein), only those executory contracts and unexpired leases to which the Debtors (or any of them) are a party that are specifically listed on the schedule of assumed contracts and leases annexed hereto as Exhibit O, or that were entered into postpetition, shall be deemed automatically assumed and Reinstated as of the Effective Date; provided, however, that neither the inclusion by the Debtors of a contract or lease on Exhibit O nor anything contained in this Plan shall constitute an admission by the Debtors that such lease or contract is an unexpired lease or executory contract or that any Debtor, or any of their Affiliates, has any liability thereunder. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions, pursuant to section 365(b)(1) of the Bankruptcy Code and, to the extent applicable, section 365(b)(3) of the Bankruptcy Code, as of the Effective Date.

Each executory contract and unexpired lease that is assumed and relates to the use, ability to acquire, or occupancy of real property shall include (a) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease and (b) all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, and any other interests in real estate or rights in rem related to such premises, unless any of the foregoing agreements has been



rejected pursuant to a Final Order of the Bankruptcy Court or is otherwise rejected as a part of this Plan.

**7.2 Rejected (Non-Union) Contracts and Leases.** Except with respect to the Union Contracts (whose treatment under this Plan is described in Section 7.3 herein) and except with respect to executory contracts and unexpired leases that have previously been assumed or are the subject of a motion to assume, or a notice of assumption served pursuant to an order of the Bankruptcy Court, on or before the Confirmation Date, all executory contracts and unexpired leases not assumed as set forth in Section 7.1 of this Plan shall be deemed automatically rejected as of the Effective Date or such earlier date as the Debtors may have unequivocally terminated their performance under such lease or contract. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to section 365 of the Bankruptcy Code. The Debtors reserve the right to file a motion on or before the Confirmation Date to reject any executory contract or unexpired lease.

**7.3 Assumption and Rejection of Union Contracts.** Each Union Contract to which the Debtors are a party shall be deemed automatically assumed and Reinstated as of the Effective Date, unless such Union Contract (a) shall have been previously rejected by the Debtors, (b) is the subject of a motion to reject pursuant to section 1113 of the Bankruptcy Code filed on or before the Confirmation Date, or (c) expired prior to the Effective Date and/or is no longer executory on the Effective Date by its own terms. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions, pursuant to section 365(b)(1) of the Bankruptcy Code and, to the extent applicable, section 365(b)(3) of the Bankruptcy Code, as of the Effective Date. Any rejection of a Union Contract will proceed by motion made pursuant to section 1113 of the Bankruptcy Code.

**7.4 Payments Related to Assumption of Executory Contracts and Unexpired Leases.** The provisions (if any) of each executory contract or unexpired lease to be assumed and Reinstated under this Plan which are or may be in default shall be satisfied solely by Cure. Objections to assumption or rejection including, without limitation, to Cure related to non-monetary defaults, must be raised in an objection to be filed no later than the date by which objections are required to be filed with respect to confirmation of the Plan. Any such Objections will be litigated at the Confirmation Hearing or at such other time as the Bankruptcy Court may schedule.

**7.5 Rejection Damages Bar Date.** If rejection of an executory contract or unexpired lease rejected pursuant to this Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against either the Debtors or the Reorganized Debtors or such entities' properties unless a proof of claim is filed with the clerk of the Bankruptcy Court and served upon counsel to the Debtors within thirty (30) days after service of the earlier of (a) notice of the Confirmation Order or (b) other notice that the executory contract or unexpired lease has been rejected. Any

Claim that may be Allowed as a result of the rejection of an executory contract or unexpired lease shall be treated as a General Unsecured Claim.

## ARTICLE VIII

### **PROVISIONS GOVERNING DISTRIBUTIONS**

**8.1 Time of Distributions.** Except as otherwise provided for herein or ordered by the Bankruptcy Court, distributions under this Plan shall be made on a Periodic Distribution Date.

**8.2 No Interest on Claims.** Unless otherwise specifically provided for in this Plan, the Confirmation Order, the DIP Credit Agreement or the Prepetition Credit Agreement, Postpetition Interest shall not accrue or be paid on Claims, and no Claimholder shall be entitled to interest accruing on or after the Petition Date on any Claim, right, or Interest. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made when and if such Disputed Claim becomes an Allowed Claim.

**8.3 Disbursing Agent.** The Disbursing Agent shall make all distributions required under this Plan.

**8.4 Surrender of Securities or Instruments.** On or before the Distribution Date, or as soon as practicable thereafter, each holder of an instrument evidencing a Claim (as to each, a "Certificate"), shall surrender such Certificate to the Disbursing Agent or, with respect to indebtedness that is governed by other agreement, the respective Servicer, and such Certificate shall be cancelled. No distribution of property hereunder shall be made to or on behalf of any such holder unless and until such Certificate is received by the Disbursing Agent or the respective Servicer or the unavailability of such Certificate is reasonably established to the satisfaction of the Disbursing Agent or the respective Servicer. Any holder who fails to surrender or cause to be surrendered such Certificate, or fails to execute and deliver an affidavit of loss and indemnity reasonably satisfactory to the Disbursing Agent or the respective Servicer prior to the first anniversary of the Effective Date, shall be deemed to have forfeited all rights and Claims in respect of such Certificate and shall not participate in any distribution hereunder, and all property in respect of such forfeited distribution, including any dividends or interest attributable thereto, shall revert to the Reorganized Debtors notwithstanding any federal or state escheat laws to the contrary.

**8.5 Claims Administration Responsibility.** The Reorganized Debtors will have sole and absolute discretion in administering, disputing, objecting to, compromising or otherwise resolving all Claims against the Debtors (the "Claims

Administration"); provided, however, that before the Reorganized Debtors agree to allow a General Unsecured Claim in an amount greater than \$1,000,000, the Reorganized Debtors shall give reasonable notice to the Creditors' Trust of their intended agreement and the Creditors' Trust can elect to assume responsibility for administering, disputing, objecting, compromising or otherwise resolving such General Unsecured Claim and assume and pay from the Trust Assets any fees, costs, expenses or other liabilities incurred in connection with administering, disputing, objecting, compromising or otherwise resolving such General Unsecured Claim. If the Creditors' Trust does not elect to assume such responsibility within three Business Days after the Reorganized Debtors' delivery of notice to the Creditors' Trust, the General Unsecured Claim shall be disposed of in the manner proposed by the Reorganized Debtors. The Reorganized Debtors shall bear the responsibility for any fees, costs, expenses or other liabilities incurred by the Reorganized Debtors in connection with the Claims Administration; provided, however, prior to the Reorganized Debtors taking any responsibility with respect to Claims Administration, the Creditors' Trust and the Reorganized Debtors shall have entered into an agreement whereby the Creditor' Trust shall compensate the Reorganized Debtors for their reasonable costs and expenses (excluding attorneys' fees) associated with the Reorganized Debtors' use of resources used to assist the Creditors' Trust in the Claims Administration.

**8.6 Delivery of Distributions.** Distributions under this Plan to holders of Allowed Prepetition Lender Claims shall be made to or at the direction of the Prepetition Agent and shall be distributed by the Prepetition Agent in accordance with the Prepetition Credit Agreement. Distributions under this Plan to holders of DIP Facility Claims shall be made to or at the direction of the DIP Agent and shall be distributed by the DIP Agent in accordance with the DIP Credit Agreement. Distributions under this Plan to all other Allowed Claimholders shall be made by the Disbursing Agent. If any Claimholder's distribution is returned as undeliverable, no further distributions to such Claimholder shall be made unless and until the Disbursing Agent or the appropriate Servicer is notified of such Claimholder's then current address, at which time all missed distributions shall be made to such Claimholder without interest. Amounts in respect of undeliverable distributions shall be returned to the Reorganized Debtors until such distributions are claimed. All claims for undeliverable distributions shall be made on or before the second anniversary of the Effective Date. After such date, all unclaimed property shall revert to the Reorganized Debtors. Upon such reversion, the claim of any Claimholder, or their successors, with respect to such property shall be discharged and forever barred notwithstanding any federal or state escheat laws to the contrary.

**8.7 Procedures for Treating and Resolving Disputed and Contingent Claims.**

(a) *No Distributions Pending Allowance.* No payments or distributions will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim. All objections to Claims must be filed on or before the Claims Objection Deadline.

(b) *Distributions After Allowance.* Payments and distributions to each respective Claimholder on account of a Disputed Claim, to the extent that it ultimately becomes an Allowed Claim, will be made in accordance with provisions of this Plan that govern distributions to such Claimholders. Subject to Section 8.2 hereof, on the first Periodic Distribution Date following the date when a Disputed Claim becomes an Allowed Claim, the Disbursing Agent will distribute to the Claimholder any Cash that would have been distributed on the dates distributions were previously made to Claimholders had such Allowed Claim been an Allowed Claim on such dates, together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property as if such Allowed Claim had been an Allowed Claim on the dates distributions were previously made to Allowed Claimholders included in the applicable class.

**ARTICLE IX**

**ALLOWANCE AND PAYMENT OF  
CERTAIN ADMINISTRATIVE CLAIMS**

**9.1 DIP Facility Claims.** On the Effective Date, all claims arising under the DIP Facility shall be allowed in an amount to be agreed upon by the Debtors and such Claimholders, and all obligations of the Debtors under the DIP Facility shall be paid in full in Cash or otherwise satisfied in a manner acceptable to such Claimholders in accordance with the terms of the DIP Facility and the DIP Credit Agreement including, without limitation, replacement and cancellation, securing by “back up” letters of credit issued by an institution acceptable to the bank that issued the letters of credit outstanding under the DIP Facility, or cash collateralization at 105% of the face amount of all letters of credit issued and outstanding under the DIP Credit Facility on terms in form and substance (a) satisfactory to the bank issuer of such letter of credit and (b) reasonably satisfactory to Equity Investors and the Prepetition Investors. Upon compliance with the preceding sentence, all liens and security interests granted to secure such obligations shall be deemed cancelled and shall be of no further force and effect.

## **9.2 Professional Claims.**

(a) *Final Fee Applications.* All final requests for payment of Professional Claims must be filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the allowed amounts of such Professional Claims shall be determined by the Bankruptcy Court.

(b) *Payment of Interim Amounts.* Subject to the Holdback Amount, on the Effective Date, the Debtors or the Reorganized Debtors shall pay all amounts owing to Professionals for all outstanding amounts relating to prior periods through the Effective Date. In order to receive payment on the Effective Date for unbilled fees and expenses incurred through such date, two (2) days prior to the Effective Date, the Professionals shall estimate fees and expenses due for periods that have not been billed as of the Effective Date and shall deliver such estimate to counsel for the Debtors, the Prepetition Investors, Equity Investors and the Prepetition Agent. Within fifteen (15) days after the Effective Date, a Professional receiving payment for the estimated period shall submit a detailed invoice covering such period in the manner and providing the detail as set forth in the Professional Fee Order.

(c) On the Effective Date, the Debtors or the Reorganized Debtors shall pay to the Disbursing Agent, in order to fund the Holdback Escrow Account, Cash equal to the aggregate Holdback Amount for all Professionals. The Disbursing Agent shall maintain the Holdback Escrow Account in trust for the Professionals with respect to whom fees have been held back pursuant to the Professional Fee Order. Such funds shall not be considered property of the Reorganized Debtors. The remaining amount of Professional Claims owing to the Professionals shall be paid to such Professionals by the Disbursing Agent from the Holdback Escrow Account when such claims are finally allowed by the Bankruptcy Court. When all Professional Claims have been paid in full, amounts remaining in the Holdback Escrow Account, if any, shall be paid to the Reorganized Debtors.

(d) Upon the Effective Date, any requirement that professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate.

(e) Notwithstanding the foregoing, the fees and expenses of the Prepetition Investors as provided in the Term Loan Facility Commitment Papers, and as approved by the Commitment Letter Approval Order, shall be payable by the Debtors (or the Reorganized Debtors) to the Prepetition Investors promptly upon invoicing to the Debtors (or the Reorganized Debtors) without any notice to the Bankruptcy Court or any other party.

(f) Notwithstanding the foregoing, the fees and expenses of Equity Investors as provided in the Commitment Letter, and as approved by the Commitment Letter Approval Order, shall be payable by the Debtors (or the Reorganized Debtors) to Equity Investors promptly upon invoicing to the Debtors (or the Reorganized Debtors) without any notice to the Bankruptcy Court or any other party.

**9.3 Substantial Contribution Compensation and Expenses Bar Date.**

Any Person who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), 503(b)(4), and 503(b)(5) of the Bankruptcy Code must file an application with the clerk of the Bankruptcy Court, on or before a date which is forty-five (45) days after the Effective Date (the “503 Deadline”), and serve such application on counsel for the Debtors and as otherwise required by the Bankruptcy Court and the Bankruptcy Code on or before the 503 Deadline, or be forever barred from seeking such compensation or expense reimbursement.

**9.4 Other Administrative Claims.** All other requests for payment of an Administrative Claim (other than as set forth in Sections 9.2, 9.3 and 9.6 of this Plan, and other than with respect to Cure Claims) must be filed with the Bankruptcy Court and served on counsel for the Debtors no later than thirty (30) days after the Effective Date. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim by the Claims Objection Deadline, such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim (i) which is paid or payable by any Debtor in the ordinary course of business or (ii) the payment of which has been approved by the Bankruptcy Court.

**9.5 The ACE Insurance Program.** Notwithstanding anything to the contrary in this Plan, the Disclosure Statement or the Confirmation Order: (a) on the Effective Date, the Debtors and the Reorganized Debtors shall assume the ACE Insurance Program in its entirety and shall pay the cure costs related to such assumption; (b) the ACE Insurance Program (including, but not limited to, all letters of credit and other collateral and security provided to the ACE Companies (or any of them) pursuant the ACE Insurance Program) shall survive and shall not be amended, modified, waived or impaired in any respect by this Plan, the Confirmation Order or otherwise without the prior written agreement of the ACE Companies; (c) the claims of the ACE Companies arising under the ACE Insurance Program shall be Allowed Administrative Claims, which are payable in the ordinary course of business, and shall not be discharged or released by this Plan or the Confirmation Order; (d) the ACE Companies shall not be required to file or serve a request for payment of any Administrative Claim and shall not be subject to any bar date governing

Administrative Claims; (e) nothing in this Plan or the Confirmation Order shall be construed as, or is, a determination as to coverage under the ACE Insurance Program; and (f) nothing in this Plan or the Disclosure Statement in any way: (i) precludes or limits the rights of the insurers to contest and/or litigate with any party, including, without limitation, the Debtors, the existence, primacy and/or scope of available coverage under any alleged applicable policy; (ii) permits any holder of a Workers' Compensation Claim or an Insured Claim to recover the same amounts from the ACE Companies and the Debtors; (iii) alters the ACE Companies' rights and obligations under the ACE Insurance Program or modifies the coverage provided thereunder; or (iv) alters the Debtors' rights and obligations under the ACE Insurance Program, including, without limitation, any duty of the Debtors' to defend, at their own expense, against claims asserted under the Policies; provided, however, that, after the Effective Date, the ACE Companies shall use their commercially reasonable efforts, consistent with the ACE Insurance Program, to reduce the aggregate letters of credit and other collateral and security provided to the ACE Companies (or any of them) pursuant to the ACE Insurance Program by the Reorganized Debtors.

**9.6 Commitment Fee.** Notwithstanding anything to the contrary herein, on the Effective Date, the Debtors or the Reorganized Debtors shall pay (i) the balance of the Commitment Fee to Equity Investors in accordance with the Commitment Letter Approval Order and (ii) the Term Loan Facility Commitment Fee to the Term Loan Facility Commitment Parties in accordance with the Commitment Letter Approval Order.

**9.7 Payment of Old Convertible Note Indenture Trustee Fee Claim.** Notwithstanding anything to the contrary herein, on the Effective Date, the Old Convertible Note Indenture Trustee Fee Claim shall be paid in Cash without any further notice to the Bankruptcy Court or otherwise; provided, however, that no later than five (5) days prior to the Confirmation Hearing, the Old Convertible Note Indenture Trustee shall have provided to the Debtors, Equity Investors and the Prepetition Investors copies of invoices evidencing the fees and expenses incurred by the Old Convertible Note Indenture Trustee during the Chapter 11 Cases through the Effective Date; provided, further, that the Bankruptcy Court shall retain jurisdiction over any disputes regarding the reasonableness of the Allowed Old Convertible Note Indenture Trustee Fee Claim. Upon payment of the Old Convertible Note Indenture Trustee Fee Claim, the Old Convertible Note Indenture Trustee shall forever release, waive and discharge its "charging" lien with respect to any distribution that is made to any holder of Old Convertible Notes.

## **ARTICLE X**

### **CREDITORS' TRUST**

#### **10.1 Appointment of Trustee.**

(a) The Trustee for the Creditors' Trust shall be designated by the Creditors' Committee. Specifically, the Creditors' Committee shall file a notice on a date which is at least ten days prior to the date the Bankruptcy Court establishes for the commencement of the Confirmation Hearing designating the Person who it has selected as the Trustee and seeking approval of such designation. The Person designated as the Trustee shall file an affidavit contemporaneously with the Creditors' Committee's motion demonstrating that such Person is disinterested. The Person so designated by the Creditors' Committee shall become the Trustee as of the Effective Date upon the Bankruptcy Court entering an order granting the motion after consideration of the same and any objections thereto at the Confirmation Hearing.

(b) The Trustee shall have and perform all of the duties, responsibilities, rights and obligations set forth in this Plan and the Trust Agreement.

**10.2 Assignment of Trust Assets to the Creditors' Trust.** On the Effective Date, the Trust Assets shall be transferred to the Creditors' Trust, for and on behalf of the Trust Beneficiaries. Beneficial interests in the Creditors' Trust shall be non-transferable, except by death or operation of law, and will not be evidenced by certificates. Only cash proceeds of Trust Assets may be distributed to Trust Beneficiaries and "in-kind" distributions are not permitted.

#### **10.3 The Creditors' Trust.**

(a) Without any further action of the directors, officers or shareholders of the Debtors or the Reorganized Debtors, on the Effective Date, the Trust Agreement, substantially in the form of Exhibit K to this Plan, shall become effective. The Trustee shall accept the Creditors' Trust and sign the Trust Agreement on that date and the Creditors' Trust will then be deemed created and effective.

(b) The duration of the Creditors' Trust will be limited to an initial term of five years, subject to further extension solely for the purpose of permitting the Creditors' Trust to liquidate the Trust Assets and distribute the proceeds thereof to the Trust Beneficiaries.

(c) The Trustee shall have full authority to take any steps necessary to administer the Trust Agreement, including, without limitation, the duty and obligation to liquidate the Trust Assets (having first obtained such approvals from the Trust Advisory Board as may be necessary, if any), as applicable, and, if authorized by majority vote of those members of the Trust Advisory Board authorized



to vote, to prosecute and settle Trust Claims, in such a manner so as reasonably to maximize the value of the Trust Assets.

(d) All fees, costs and expenses associated with the administration of the Creditors' Trust and distribution to Trust Beneficiaries shall be the responsibility of and be paid by the Creditors' Trust from the Trust Assets. The Reorganized Debtors will provide information and assistance to the Creditors' Trust to the extent reasonably required to assist the Creditors' Trust in the investigation and prosecution of Trust Claims; provided, however, the Reorganized Debtors shall not have an obligation to provide information and assistance to the Creditors' Trust until the Reorganized Debtors and the Creditors' Trust have entered into an agreement, the terms of which were negotiated in good faith, for the Creditors' Trust to compensate the Reorganized Debtors for their reasonable costs and expenses (including reasonably attorneys' fees) associated with the Reorganized Debtors' resources used in connection with such requested assistance.

(e) The Trustee may retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as it may deem necessary (collectively, the "Trustee Professionals"), in its sole discretion, to aid in the performance of its responsibilities pursuant to the terms of this Plan including, without limitation, the liquidation of Trust Assets, as applicable. The Trustee Professionals shall continue to prepare monthly statements in the same manner and in the same detail as required pursuant to the Professional Fee Order, and the Trustee Professionals shall serve such statements on each member of the Trust Advisory Board. In the event two or more members of the Trust Advisory Board object to the reasonableness of such fees and expenses, the matter shall be submitted to the Bankruptcy Court for approval of the reasonableness of such fees and expenses.

(f) For U.S. federal income tax purposes, it is intended that the Creditors' Trust be classified as a liquidating trust under section 301.7701-4 of the Treasury regulations and that such trust be owned by the Trust Beneficiaries.

(g) The Trustee shall be responsible for filing all U.S. federal, state and local tax returns for the Creditors' Trust.

(h) To the extent that there is an inconsistency or conflict between the description of the Creditors' Trust provided herein and the Trust Agreement, the Trust Agreement shall control.

#### **10.4 The Trust Advisory Board.**

(a) The Trust Advisory Board shall be comprised of three (3) members as designated by the Creditors' Committee. The Creditors' Committee shall give written notice of the identities of such members and file and serve such notice

with the Bankruptcy Court, on a date that is not less than ten (10) days prior to the Confirmation Hearing; provided, however, that if and to the extent the Creditors' Committee fails to file and serve such notice, the Debtors shall designate the members of the Trust Advisory Board by announcing their identities at the Confirmation Hearing. The Trust Advisory Board shall adopt such bylaws as it may deem appropriate. The Trustee shall consult regularly with the Trust Advisory Board when carrying out the purpose and intent of the Creditors' Trust. Members of the Trust Advisory Board shall be entitled to compensation from the Creditors' Trust in accordance with the Trust Agreement and to reimbursement from the Creditors' Trust of the reasonable and necessary expenses incurred by them in carrying out the purpose of the Trust Advisory Board. Any compensation paid to members of the Trust Advisory Board or reimbursement of their reasonable and necessary expenses shall be payable solely by the Creditors' Trust from the Trust Assets.

(b) In the case of an inability or unwillingness of any member of the Trust Advisory Board to serve, such member shall be replaced by designation of the remaining members of the Trust Advisory Board. If any position on the Trust Advisory Board remains vacant for more than thirty (30) days, such vacancy shall be filled within fifteen (15) days thereafter by the designation of the Trustee without the requirement of a vote by the other members of the Trust Advisory Board.

(c) Upon the certification by the Trustee that all assets transferred into Trust have been distributed, abandoned or otherwise disposed of, the members of the Trust Advisory Board shall resign their positions, whereupon they shall be discharged from further duties and responsibilities.

(d) The Trust Advisory Board may, by majority vote, approve all settlements of Trust Claims which the Trustee may propose; provided, however, that the Trustee may seek Bankruptcy Court approval of a settlement of a Trust Claim if the Trust Advisory Board fails to act on a proposed settlement of such Trust Claim within thirty (30) days of receiving notice of such proposed settlement by the Trustee.

(e) The Trust Advisory Board may, by majority vote, authorize the Trustee to invest the corpus of the Trust in prudent investments other than those described in section 345 of the Bankruptcy Code.

(f) The Trust Advisory Board may remove the Trustee in the event of gross negligence or willful misconduct. In the event the requisite approval is not obtained, the Trustee may be removed by the Bankruptcy Court for cause shown. In the event of the resignation or removal of the Trustee, the Trust Advisory Board shall, by majority vote, designate a person to serve as successor Trustee.

(g) The Trust Advisory Board shall require a fidelity bond from the Trustee in such reasonable amount as may be agreed to by majority vote of the Trust Advisory Board.

(h) The Trust Advisory Board shall govern its proceedings through the adoption of bylaws, which the Trust Advisory Board may adopt by majority vote. No provision of such bylaws shall supersede any provision of this Plan.

**10.5 Distributions to Beneficiaries of the Creditors' Trust Under the Trust Agreement.** Notwithstanding Section 4.1(i) herein, and as part of the Intercreditor Settlement, holders of Allowed General Unsecured Claims shall be entitled to participate in the Intercreditor Settlement, to the extent provided in and subject to the terms set forth in the Intercreditor Settlement Order and the Trust Agreement. The procedures for distributions to the Trust Beneficiaries shall be in accordance with the terms set forth in the Trust Agreement. The procedures for resolving Disputed Claims of the Trust Beneficiaries are set forth herein and in the Trust Agreement.

## **ARTICLE XI**

### **EFFECT OF THE PLAN ON CLAIMS AND INTERESTS**

**11.1 Revesting of Assets.** Except as otherwise explicitly provided in this Plan, on the Effective Date all property comprising the Estates (including Retained Actions) shall revert in each of the Debtors and, ultimately, in the Reorganized Debtors, free and clear of all Claims, Liens and Interests of creditors and equity security holders (other than as expressly provided herein). As of the Effective Date, each of the Reorganized Debtors may operate its business and use, acquire, and dispose of property and settle and compromise Claims without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan and the Confirmation Order.

**11.2 Discharge of the Debtors.** Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in this Plan or in the Confirmation Order, Confirmation of this Plan shall satisfy, discharge, and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), the Debtors, the Reorganized Debtors and the Estates of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, rights, and Interests, including, but not limited to, demands and liabilities that arose before the Confirmation Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program regardless of whether such termination occurred prior to or after the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h) or

502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such debt, right, or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a Claim, right, or Interest accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all liabilities of and Interests in the Debtors, subject to the Effective Date occurring.

As of the Effective Date, except as provided in this Plan or in the Confirmation Order (including with respect to the indemnification obligations referenced in the last sentence of Section 6.4 herein) or under the terms of the documents evidencing and orders approving the New Credit Facilities, the Investment Agreement, the Commitment Letter, the New Third Lien Term Loan Credit Facility, the New Convertible Secured Note Indenture and the Trust Stock Appreciation Rights, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors any other or further claims, debts, rights, causes of action, claims for relief, liabilities, or equity interests relating to the Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in this Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors and termination of all Interests in IBC, and in the Brands Preferred Stock, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

**11.3 Compromises and Settlements.** Pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various Claims (a) against them and (b) that they have against other Persons. The Debtors expressly reserve the right (with Bankruptcy Court approval, following appropriate notice and opportunity for a hearing) to compromise and settle Claims against them and claims that they may have against other Persons up to and including the Effective Date. After the Effective Date, such right shall pass to the Reorganized Debtors as contemplated in Section 11.1 of this Plan, without any need for Bankruptcy Court approval.

Pursuant to the Intercreditor Settlement and Bankruptcy Rule 9019, the Debtors, the Prepetition Lenders and the Creditors' Committee agree to (a) the creation of the Creditors' Trust pursuant to Article X of this Plan, the transfer of the Trust Assets thereto, the allowance and payment of the Old Convertible Note Indenture Trustee Fee Claim and other good and valuable consideration and (b) the full and complete release and satisfaction of any and all claims of the Debtors (and those claiming derivatively through the Debtors) against the Prepetition Lenders, in their capacities as such, including, but not limited to: (i) claims against the Prepetition Lenders asserted or that could have been asserted by the Debtors in the Prepetition

Lender Actions, (ii) challenges with respect to the extent, amount, validity and priority of the Prepetition Lenders' liens and security interests, and (iii) allegations or claims that the adequate protection payments made to the Prepetition Lenders during the Chapter 11 Cases should be "recharacterized" as principal payments and applied to reduce the Prepetition Lenders' secured claims. For the avoidance of doubt, the foregoing shall not release the obligations of the Term Loan Facility Commitment Parties for the Term Loan Facility pursuant to the Term Loan Facility Commitment Papers or the obligations of the parties to the Intercreditor Settlement.

In addition, pursuant to the Intercreditor Settlement and Bankruptcy Rule 9019, the Debtors, the Prepetition Lenders, the Creditors' Committee and the Old Convertible Note Indenture Trustee agree that the transfer of the Trust Assets to the Creditors' Trust and the satisfaction of the Old Convertible Note Indenture Trustee Fee Claim shall also be in full and complete release and satisfaction of any and all claims that could be prosecuted by any party in interest in the Chapter 11 Cases including the Debtors, the Creditors' Committee, its members, the Prepetition Lenders and the Old Convertible Note Indenture Trustee with respect to the non-substantive consolidation of the Debtors' bankruptcy estates pursuant to this Plan.

Finally, pursuant to the Intercreditor Settlement and Bankruptcy Rule 9019, the Debtors, the Prepetition Lenders, the Creditors' Committee and the Old Convertible Note Indenture Trustee agree that any provision contained in the Old Convertible Note Indenture purporting to subordinate the right of payment of holders of Old Convertible Notes to the rights of Prepetition Lenders shall be null and void and all Prepetition Lenders shall waive any right to enforce such a provision solely for purposes of the settlement described therein.

All documents implementing the terms of the Intercreditor Settlement, including the Trust Stock Appreciation Rights, shall be in form and substance reasonably satisfactory to Equity Investors, the Creditors' Committee and the Prepetition Investors.

**11.4 Release of Certain Parties.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, the Reorganized Debtors and any Person seeking to exercise the rights of the Estates, including, without limitation, any successor to the Debtors or any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge the Released Parties of all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, including the Prepetition Lender Actions, and liabilities which the Debtors or the Estates are entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission, transaction, or occurrence taking place on or prior to the

Effective Date in any way relating to the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, this Plan or the Reorganized Debtors with respect to each of the Released Parties; provided, however, that nothing contained herein is intended to operate as a release of any potential claims by the Debtors and their Estates against parties who have executed Tolling Agreements with the Debtors during the Chapter 11 Cases, but only with respect to Claims covered by such Tolling Agreements and only to the extent that such Tolling Agreements continue to be in full force and effect and the tolling periods contemplated thereby have not expired as of the Effective Date. Notwithstanding anything to the contrary contained herein, nothing in this Plan shall be deemed to release any of the Debtors, Equity Investors, the Term Loan Facility Commitment Parties or any of their Affiliates from their obligations under this Plan, the New Credit Facilities, the Investment Agreement, the Commitment Letter, the New Third Lien Term Loan Credit Facility, the Trust Stock Appreciation Rights or the New Convertible Secured Note Indenture and the transactions contemplated thereby.

**11.5 Releases by Holders of Claims.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each holder of a Claim that affirmatively votes in favor of this Plan hereby forever releases, waives, and discharges all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities, including the Prepetition Lender Actions, whatsoever against the Released Parties, arising under or in connection with or related to the Debtors, the Estates, the conduct of the Debtors' business, the Chapter 11 Cases, this Plan (other than the rights under this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered hereunder) or the Reorganized Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereunder arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, this Plan or the Reorganized Debtors; provided, however, that nothing contained herein is intended to operate as a release of any potential claims by third parties against any parties that have signed Tolling Agreements with a third party, but only with respect to Claims covered by such Tolling Agreements and only to the extent that such Tolling Agreements continue to be in full force and effect and the tolling periods contemplated thereby have not expired as of the Effective Date. Notwithstanding anything to the contrary herein, this Plan shall not discharge, enjoin or restrain the assertion, institution or enforcement of any claims against any non-debtor parties (a) that may be held by the Securities and Exchange Commission or (b) with respect to the Pension Plans, including any claim for breach of fiduciary duty or any claim asserted by the Pension Benefit Guaranty Corporation.

**11.6 Setoffs.** Except with respect to Claims specifically Allowed under the Plan, including the Prepetition Lender Claims, the Debtors may, but shall not be required to, set off against any Claim, and the payments or other distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that the Debtors may have against such Claimholder; but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such Claimholder.

**11.7 Exculpation and Limitation of Liability.** Except as otherwise specifically provided in this Plan, the Released Parties, any of such parties' respective present officers, directors, managing members, employees, advisors, attorneys, representatives, financial advisors, investment bankers, or agents and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, right, Cause of Action and liability to one another or to any Claimholder or Interestholder, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, investment bankers, attorneys or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of (i) the filing and prosecution of the Chapter 11 Cases, (ii) the negotiation and execution of the exit facility commitment letter by and among Silver Point, IBC and Brands dated October 18, 2007 as amended and restated as of November 6, 2007, the Commitment Letter, the Term Loan Facility Commitment Papers, the ABL Facility Commitment Papers, the New Credit Facility Documents, the Investment Agreement, the New Convertible Secured Note Indenture, the New Convertible Secured Notes and the New Third Lien Term Loan Credit Facility, (iii) the negotiation and filing of this Plan, (iv) the pursuit of confirmation of this Plan, (iv) the negotiation and pursuit of approval of the Disclosure Statement, (v) the consummation of this Plan, and (vi) the administration of this Plan or the property to be distributed under this Plan, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan. Notwithstanding anything to the contrary contained herein, this Section 11.7 shall not release any party from any claim, obligation, right, Cause of Action or liability arising from any act or omission committed in bad faith, gross negligence or willful misconduct.

**11.8 Indemnification Obligations.** Except as specifically provided in Sections 6.4 and 6.7 of this Plan, in satisfaction and compromise of the Indemnitees' Indemnification Rights: (a) all Indemnification Rights except those held by (i) Persons included in either the definition of "Insured Persons" or the "Insureds" in any of the policies providing the D&O Insurance, and (ii) Professionals, but only to the extent that they have expressly been granted Indemnification Rights in the documents filed with the Bankruptcy Court and only to the extent that such Indemnification Rights are determined to be valid and enforceable, shall be released and discharged on and as of the Effective Date; provided that the Indemnification Rights excepted

from the release and discharge shall remain in full force and effect on and after the Effective Date and shall not be modified, reduced, discharged, or otherwise affected in any way by the Chapter 11 Cases; (b) the Debtors or Reorganized Debtors, as the case may be, covenant to use commercially reasonable efforts to purchase and maintain D&O Insurance providing coverage for those Persons described in subsection (a)(i) of this Section 11.8 whose Indemnification Rights are not being released and discharged on and as of the Effective Date, for a period of six years after the Effective Date insuring such parties in respect of any claims, demands, suits, Causes of Action, or proceedings against such Persons based upon any act or omission related to such Person's service with, for, or on behalf of the Debtors or the Reorganized Debtors in at least the scope and amount as currently maintained by the Debtors (the "Insurance Coverage"); and (c) the Debtors or the Reorganized Debtors, as the case may be, hereby indemnify such Persons referred to in subclause (b) above to the extent of, and agree to pay for, any deductible or retention amount that may be payable in connection with any claim covered by either under the foregoing Insurance Coverage or any prior similar policy.

**11.9 Injunction.** The satisfaction, release, and discharge pursuant to this Article XI of this Plan shall also act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim or Cause of Action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

**11.10 Central States Settlement.** Notwithstanding anything to the contrary contained in this Plan and assuming that no complete withdrawal as contemplated pursuant to 29 U.S.C. §§ 1383 and 1385 occurs prior to or in connection with this Plan (all as previously agreed to in the Settlement Agreement dated November 14, 2006 (as approved by the Bankruptcy Court on November 13, 2006)), any claim against or liability of (including, without limitation, any liability or claim for withdrawal liability under 29 U.S.C. §§ 1383 and 1385) any of the Debtors or any third-party to the Central States Fund, a multi-employer plan as that term is defined by 29 U.S.C. § 1301(a)(3) (the "Central States Plan"), specifically including Claim Nos. 9205, 9206, 9207, 9208, 9209, 9214, 9215, 9216 and 9217, is left unimpaired under this Plan, shall not be discharged and shall continue unaltered as if the Chapter 11 Cases had not been commenced, nor shall any third-party be released from any liability or claim that the Central States Plan may have against that third-party as a result of any one of the Debtor's participation in the Central States Plan. The Debtors shall seek inclusion of the foregoing in the Confirmation Order. In light of the foregoing provisions, the Central States Plan shall have no right to receive any distribution on account of the Complete Withdrawal Claim (as such term is defined in the Settlement Agreement referred to in this Section 11.10) and shall not be permitted to vote on or object to this Plan on account of such contingent claim. Nothing



contained herein is intended to alter the terms of the Settlement Agreement referred to this Section 11.10.

**11.11 Other Pension Plans.** Notwithstanding anything to the contrary contained in this Plan, to the extent the withdrawal liability under 29 U.S.C. §§ 1383 and 1385 as asserted or assertable by the New York State Teamsters Conference Pension and Retirement Fund, Western Pennsylvania Teamsters and Employers Pension Fund and New England Teamsters and Trucking Industry Pension Fund has not yet been incurred and remains a potential withdrawal liability of the Debtors as of the Effective Date, then such withdrawal liability claim shall continue unaltered as if the Chapter 11 Cases had not been commenced, nor shall any third-party be released from any potential withdrawal liability claim that the New York State Teamsters Conference Pension and Retirement Fund, Western Pennsylvania Teamsters and Employers Pension Fund and New England Teamsters and Trucking Industry Pension Fund may have against a third-party as a result of the Debtors' participation in the New York State Teamsters Conference Pension and Retirement Fund, Western Pennsylvania Teamsters and Employers Pension Fund and New England Teamsters and Trucking Industry Pension Fund. None of the foregoing shall have a right to receive any distribution on account of a withdrawal liability claim that has not yet been incurred and remains a potential withdrawal liability claim and shall not be permitted to vote on or object to this Plan on account of such withdrawal liability claim.

## **ARTICLE XII**

### **CONDITIONS PRECEDENT**

**12.1 Conditions to Confirmation.** The following are conditions precedent to confirmation of this Plan that must be satisfied unless waived in accordance with Section 12.3 of this Plan:

(a) The Bankruptcy Court shall have approved a disclosure statement with respect to this Plan in form and substance reasonably satisfactory to the Debtors, the Prepetition Investors and Equity Investors.

(b) The Confirmation Order, this Plan, and all exhibits and annexes to each of this Plan and the Confirmation Order shall be in form and substance reasonably satisfactory to the Debtors, the Prepetition Investors and Equity Investors.

**12.2 Conditions to Consummation.** The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied unless waived in accordance with Section 12.3 of this Plan:

(a) The Bankruptcy Court shall have entered one or more orders (which may include the Confirmation Order) authorizing the rejection of unexpired leases and executory contracts by the Debtors as contemplated by Section 7.2 hereof.

(b) The Debtors shall have entered into the New Credit Facilities, the New Convertible Secured Note Indenture and the New Third Lien Term Loan Credit Facility and all conditions precedent to the consummation thereof shall have been waived (subject to any applicable consent requirements) or satisfied in accordance with the terms thereof.

(c) All conditions precedent in the Investment Agreement shall have been waived (subject to any applicable consent requirements) or satisfied in accordance with the terms thereof.

(d) The Confirmation Order, with the Plan and all exhibits and annexes to each, in form and substance reasonably acceptable to the Debtors, the Prepetition Investors and Equity Investors, shall have been entered by the Bankruptcy Court on or before January 15, 2009, and shall be a Final Order, and no request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending; provided, however, that if the Confirmation Order has not become a Final Order because a notice of appeal has been timely filed and the parties are not stayed or enjoined from consummating the Investment or the Transaction, this Section 12.2(c) shall be deemed satisfied unless the effect of the appeal could reasonably be expected to be adverse to the business, operations, property, condition (financial or otherwise) or prospects of the Reorganized Debtors and their direct and indirect subsidiaries, taken as a whole, or adverse to Equity Investors or the Prepetition Investors, in each case as determined by Equity Investors or the Prepetition Investors, respectively.

(e) The Bankruptcy Court shall have entered the Intercreditor Settlement Order.

(f) All actions, documents and agreements necessary to implement this Plan shall be in form and substance reasonably satisfactory to the Debtors, Equity Investors and the Prepetition Investors and shall have been effected or executed as applicable.

(g) The Confirmation Date shall have occurred and the Confirmation Order shall, among other things, provide that:

(i) the provisions of the Confirmation Order and this Plan are nonseverable and mutually dependent;

(ii) all executory contracts or unexpired leases assumed by the Debtors during the Chapter 11 Cases or under this Plan shall be assigned

and transferred to, and remain in full force and effect for the benefit of, the Reorganized Debtors, notwithstanding any provision in such contract or lease (including those described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits such assignment or transfer or that enables or requires termination of such contract or lease;

(iii) the transfers of property by the Debtors (A) to the Reorganized Debtors (1) are or shall be legal, valid, and effective transfers of property, (2) vest or shall vest the Reorganized Debtors with good title to such property free and clear of all liens, charges, Claims, encumbrances, or Interests, except as expressly provided in this Plan or Confirmation Order, (3) do not and shall not constitute avoidable transfers under the Bankruptcy Code or under applicable non-bankruptcy law, and (4) do not and shall not subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any laws affecting successor or transferee liability, and (B) to Claimholders under this Plan are for good consideration and value;

(iv) except as expressly provided in this Plan or the Confirmation Order, the Debtors are discharged effective upon the Effective Date from any "debt" (as that term is defined in section 101(12) of the Bankruptcy Code), and the Debtors' liability in respect thereof is extinguished completely, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or unfixed, matured or unmatured, disputed or undisputed, legal or equitable, known or unknown, or that arose from any agreement of the Debtors entered into or obligation of the Debtors incurred before the Effective Date, or from any conduct of the Debtors prior to the Effective Date, or that otherwise arose before the Effective Date, including, without limitation, all interest, if any, on any such debts, whether such interest accrued before or after the Petition Date;

(v) the applicable provisions of the Reconstitution Order are incorporated into this Plan and or the Confirmation Order, as required by the Reconstitution Order;

(vi) this Plan does not provide for the liquidation of all or substantially all of the property of the Debtors and its confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization;

(vii) all Interests (except Subsidiary Interests, but including the Brands Preferred Stock) are terminated effective upon the Effective Date;

(viii) the issuance to the Prepetition Lenders of the New Convertible Secured Notes (including the New Common Stock into which

such New Convertible Secured Notes are convertible) and the distribution thereof shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code; and

(ix) the Prepetition Lender Actions, and any adversary proceedings filed in connection therewith, are dismissed with prejudice.

(h) The Trust Assets shall have been transferred to the Creditors' Trust and the Allowed Amount of the Old Convertible Note Indenture Trustee Fee Claim shall have been paid in Cash to the Old Convertible Note Indenture Trustee in accordance with Section 9.7(a) of this Plan.

(i) All documents implementing the terms of the Intercreditor Settlement, including the Trust Stock Appreciation Rights, shall be in form and substance reasonably satisfactory to Equity Investors and the Prepetition Investors.

(j) All documents implementing the terms of the Intercreditor Settlement, including the Trust Stock Appreciation Rights, shall be in form and substance reasonably satisfactory to the Creditors' Committee.

**12.3 Waiver of Conditions to Confirmation or Consummation.** The conditions set forth in Sections 12.1 and 12.2 (other than the condition set forth in Section 12.2(e), 12.2(h) and 12.2(j)) of this Plan may be waived by the Debtors subject to such waiver being reasonably satisfactory to Equity Investors and the Prepetition Investors, without any notice to any other parties-in-interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any conditions to the Confirmation Date or the Effective Date may be asserted by the Debtors in their sole discretion regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors in their sole discretion). The failure of the Debtors in their sole discretion to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time. The conditions set forth in Section 12.2(e), 12.2(h) and 12.2(j) may be waived by the Debtors subject to such waiver being acceptable to the Creditors' Committee.

## **ARTICLE XIII**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and this Plan (except in the case of the New Credit Facility Documents, the New Convertible Secured Notes, the New Third Lien Term Loan, the Warrants, the New Common Stock and the Stockholders' Agreement, which shall be

subject to the jurisdiction indicated in the definitive documentation thereof), including, among others, the following matters:

(a) to hear and determine pending motions for (i) the assumption or rejection or (ii) the assumption and assignment of executory contracts or unexpired leases to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear and determine the allowance of Claims resulting therefrom including the amount of Cure, if any, required to be paid;

(b) to adjudicate any and all adversary proceedings, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Cases or this Plan, or the Trust Agreement, proceedings to adjudicate the allowance of Disputed Claims, and all controversies and issues arising from or relating to any of the foregoing;

(c) to adjudicate any and all disputes arising from the distribution of the New Convertible Secured Notes, the New Common Stock and the Warrants;

(d) to ensure that distributions to Allowed Claimholders are accomplished as provided herein and in the Trust Agreement;

(e) to hear and determine any and all objections to the allowance of Claims and the estimation of Claims, both before and after the Confirmation Date, including any objections to the classification of any Claim, and to allow or disallow any Claim, in whole or in part;

(f) to enter and implement such orders as may be appropriate if the Confirmation Order is for any reason stayed, revoked, modified, or vacated;

(g) to issue orders in aid of execution, implementation, or consummation of this Plan;

(h) to enter such orders as may be necessary for the Trustee to satisfy its obligations pursuant to the Trust Agreement;

(i) to consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(j) to hear and determine all applications for compensation and reimbursement of Professional Claims under this Plan or under sections 330, 331, 503(b), 1103, and 1129(a)(4) of the Bankruptcy Code;

(k) to determine requests for the payment of Claims entitled to priority under section 507(a)(1) of the Bankruptcy Code, including compensation of and reimbursement of expenses of parties entitled thereto;

(l) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order or the Trust Agreement, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

(m) to hear and determine all suits or adversary proceedings to recover assets of the Debtors and property of its Estates, wherever located;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear any other matter not inconsistent with the Bankruptcy Code;

(p) to hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

(q) to hear and determine all disputes involving the releases and exculpations granted herein and the injunctions established herein;

(r) to enter a final decree closing the Chapter 11 Cases; and

(s) to enforce all orders previously entered by the Bankruptcy Court.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims, Interests, Retained Actions, the Trust Agreement, the Trust Assets and the Trust Claims and any motions to compromise or settle such disputes.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**14.1 Binding Effect.** As of the Effective Date, this Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Claimholders, all present and former Interestholders, other parties-in-interest and their respective heirs, successors, and assigns.

**14.2 Modification and Amendments.** The Debtors may alter, amend, or modify this Plan or any Exhibits hereto under section 1127(a) of the Bankruptcy Code, in a form that is reasonably satisfactory to Equity Investors and the Prepetition Investors, at any time prior to the Confirmation Hearing. After the Confirmation Date and prior to substantial consummation of this Plan as defined in section 1101(2) of the Bankruptcy Code, the Debtors may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of this Plan.

**14.3 Withholding and Reporting Requirements.** In connection with this Plan and all instruments issued in connection therewith and distributions thereunder, the Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements.

**14.4 Allocation of Plan Distributions Between Principal and Interest.** To the extent that any Allowed Claim entitled to a distribution under this Plan is composed of indebtedness and accrued but unpaid interest thereon, such distribution shall, for United States federal income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

**14.5 Creditors' Committee.** Effective on the Effective Date, the Creditors' Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be released from any further duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except with respect to applications for Professional Claims. The professionals retained by the Creditors' Committee shall not be entitled to compensation and reimbursement of expenses for services rendered after the Effective Date, except for services rendered in connection with (a) the implementation of the transactions contemplated to occur on the Effective Date hereunder and (b) applications for allowance of compensation and reimbursement of expenses pending on the Effective Date or filed after the Effective Date pursuant to Section 9.2 hereof.

**14.6 Payment of Statutory Fees.** All fees payable pursuant to section 1930 of title 28 of the United States Code, as of the entry of the Confirmation Order as determined by the Bankruptcy Court at the Confirmation hearing, shall be paid on the Effective Date. The Reorganized Debtors will continue to pay fees pursuant to section 1930 of title 28 of the United States Code as required by that section.

**14.7 Revocation, Withdrawal, or Non-Consummation.**

(a) *Right to Revoke or Withdraw.* Each Debtor reserves the right to revoke or withdraw this Plan at any time prior to the Effective Date.

(b) *Effect of Withdrawal, Revocation, or Non-Consummation.* If the Debtors revoke or withdraw this Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, then this Plan, any settlement, or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), the assumption or rejection of executory contracts or unexpired leases effected by this Plan, and any document or agreement executed pursuant to this Plan shall be null and void. In such event, nothing contained herein, and no acts taken in preparation for consummation of this Plan, shall be deemed to constitute a waiver or release of any Claims by or against or Interests in the Debtors or any other Person, to prejudice in any manner the rights of the Debtors or any other Person in any further proceedings involving the Debtors, or to constitute an admission of any sort by the Debtors or any other Person.

**14.8 Notices.** Any notice required or permitted to be provided to the Debtors, the Creditors' Committee, the Prepetition Agent, the DIP Agent, the Prepetition Investors or Equity Investors under this Plan shall be in writing and served by (a) certified mail, return receipt requested, (b) hand delivery, or (c) overnight delivery service, to be addressed as follows:

If to the Debtors:

INTERSTATE BAKERIES CORPORATION  
12 E Armour Blvd  
Kansas City, Missouri 64111  
Attn: General Counsel

with copies to:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606-1285  
Attn: J. Eric Ivester

– and –



STINSON MORRISON HECKER LLP  
1201 Walnut, Suite 2900  
Kansas City, Missouri 64106-2150  
Attn: Paul M. Hoffmann (Missouri Bar No. 31922)

If to the Creditors' Committee:

LOWENSTEIN SANDLER PC  
65 Livingston Avenue  
Roseland, New Jersey 07068  
Attn: Kenneth Rosen

– and –

SHUGART THOMASON & KILROY PC  
120 West 12<sup>th</sup> Street  
Kansas City, Missouri 64105  
Attn: Paul Sinclair

If to the Prepetition Agent:

SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue, 27<sup>th</sup> Floor  
New York, New York 10017  
Attn: Kenneth Ziman

– and –

SPENCER FANE BRITT & BROWNE LLP  
1000 Walnut, Suite 1400  
Kansas City, Missouri 64106  
Attn: Scott Goldstein

If to the DIP Agent:

BRYAN CAVE, LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 64106  
Attn: Gregory D. Willard

If to Silver Point:

SILVER POINT FINANCE, LLC  
2 Greenwich Plaza, 1st FL  
Greenwich, Connecticut 06830  
Attn: Fred Fogel

with a copy to:

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attn: Alan W. Kornberg

If to Monarch Alternative Capital L.P.:

MONARCH ALTERNATIVE CAPITAL L.P.  
535 Madison Avenue  
17th Floor  
New York, New York 10022  
Attn: Robert G. Burns

If to McDonnell Investment Management LLC:

MCDONNELL INVESTMENT MANAGEMENT LLC  
Alternative Credit Strategies Group  
1515 West 22<sup>nd</sup> Street, 11<sup>th</sup> Floor  
Oak Brook, Illinois 60523  
Attn: Zoltan Donovan

with a copy to:

WINSTON & STRAWN LLP  
Winston & Strawn LLP  
35 W. Wacker Drive  
Chicago, Illinois 60601-9703  
Attn: Jai S. Khanna

If to Equity Investors:

IBC INVESTORS I, LLC  
c/o Ripplewood Holdings L.L.C.  
One Rockefeller Plaza, 32nd Floor  
New York, New York 10020  
Attn: Christopher Minnetian, Esq.

with a copy to:

CRAVATH, SWAINE & MOORE LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, New York 10019-7475  
Attn: Richard Levin, Esq.

**14.9 Term of Injunctions or Stays.** Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date, shall remain in full force and effect until the Effective Date.

**14.10 Governing Law.** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein or in the relevant governing agreement, document or instrument, the laws of the State of New York shall govern the construction and implementation of this Plan, any agreements, documents, and instruments executed in connection with this Plan.

**14.11 Waiver and Estoppel.** Each Claimholder or Interestholder shall be deemed to have waived any right to assert that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors and/or their counsel, the Creditors' Committee and/or its counsel, or any other Person, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

**14.12 Rights of Equity Investors.** Notwithstanding anything herein to the contrary or an affirmative vote to accept this Plan, nothing contained in this Plan shall alter, amend, or modify the rights of Equity Investors under the Commitment Letter or the Investment Agreement unless such alteration, amendment, or modification has been agreed to in writing by Equity Investors in accordance with the terms of the Commitment Letter or the Investment Agreement, as applicable.

**14.13 Rights of the Prepetition Investors.** Notwithstanding anything herein to the contrary or an affirmative vote to accept this Plan, nothing contained in this Plan shall alter, amend, or modify the rights of the Prepetition Investors under the New Credit Facility Documents, the Commitment Letter or the Term Loan Facility Commitment Papers unless such alteration, amendment, or modification has been agreed to in writing by the Prepetition Investors.

**14.14 Allowance of Old Convertible Notes Claim.** The Old Convertible Notes Claim shall be Allowed in the amount of \$100,649,000. The Allowed Old Convertible Notes Claim shall not be reduced on account of payment of the Old Convertible Note Indenture Trustee Fee Claim.

**Dated: Kansas City, Missouri  
October 31, 2008**

INTERSTATE BAKERIES CORPORATION AND ITS  
AFFILIATES AND SUBSIDIARIES THAT ARE ALSO  
DEBTORS AND DEBTORS-IN-POSSESSION IN THE  
CHAPTER 11 CASES

By: /s/ Craig D. Jung  
Craig D. Jung  
Chief Executive Officer of Interstate Bakeries  
Corporation

SKADDEN, ARPS, SLATE,  
MEAGHER & FLOM LLP  
333 West Wacker Drive  
Chicago, Illinois 60606-1285  
Attn: J. Eric Ivester  
Samuel S. Ory

– and –

SKADDEN, ARPS, SLATE,  
MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036-6522  
Attn: J. Gregory Milmo (JM 0919)

– and –

STINSON MORRISON HECKER LLP  
1201 Walnut, Suite 2900  
Kansas City, MO 64106-2150  
Attn: Paul M. Hoffmann (Missouri Bar No. 31922)

ATTORNEYS FOR INTERSTATE BAKERIES  
CORPORATION AND ITS SUBSIDIARIES AND  
AFFILIATES THAT ARE ALSO DEBTORS AND  
DEBTORS-IN-POSSESSION IN THE CHAPTER 11  
CASES

PLAN EXHIBIT A-1

NONEXCLUSIVE LIST OF  
RETAINED ACTIONS AND AVOIDANCE CLAIMS

All Plan Exhibits are subject to all of the provisions of the Amended Joint Plan of Reorganization of Interstate Bakeries Corporation and its Affiliated Debtors And Debtors-in-Possession Dated October 31, 2008 (as subsequently modified or amended, the "Plan"), including, without limitation, Article 14.2, under which the Debtors have reserved the right to alter, amend, or modify the Plan or any Exhibits thereto under section 1127(a) of the Bankruptcy Code, in a form that is reasonably satisfactory to Equity Investors and the Prepetition Investors, at any time prior to the Confirmation Hearing.

Retained Actions

General Note<sup>1</sup>

In accordance with section 1123(b)(3) of the Bankruptcy Code and except as otherwise provided in this Plan, the Reorganized Debtors shall retain and may, in their sole discretion, enforce or prosecute all Retained Actions, a nonexclusive list of which is attached hereto as Exhibit A-1. The Debtors or the Reorganized Debtors, in their sole and absolute discretion, will determine whether to bring, settle, release, compromise, or enforce such rights (or decline to do any of the foregoing). The Reorganized Debtors or any successors may prosecute (or decline to prosecute) such Retained Actions in accordance with the best interests of the Reorganized Debtors or any successors holding such rights of action. Except as otherwise provided herein, the failure of the Debtors to specifically list any Claim, right of action, suit or proceeding in the Schedules or in Exhibit A-1 does not, and will not be deemed to, constitute a waiver or release by the Debtors of such claim, right of action, suit or proceeding, and the Reorganized Debtors will retain the right to pursue such claims, rights of action, suits or proceedings in their sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit or proceeding upon or after the confirmation or consummation of this Plan.

For the avoidance of any confusion, the Debtors and Reorganized Debtors expressly retain, among all other rights of action:

1. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against the American Bakers Association Retirement Plan (the “ABA Plan”), the Board of Trustees of the ABA Plan, Sara Lee Corporation, and/or any other parties affiliated with the ABA Plan, the Board of Trustees of the ABA Plan, or Sara Lee Corporation as generally described in Section VI. H. 8 of the Disclosure Statement.
2. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against any third parties, including but not limited to one or more funds affiliated with the Retail, Wholesale and Department Store Union (“RWDSU”) for overpayment of benefits or contributions or otherwise.
3. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against any third parties for tortious interference, RICO violations or otherwise for impeding or interfering with the Debtors' (i) relationships with its employees and/or their union representatives or (ii) efforts to propose and confirm a plan of reorganization or maximize value for the Debtors' estates through sales of the Debtors' assets or otherwise.

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<sup>1</sup> Capitalized terms used in this Exhibit and not otherwise defined have the meanings ascribed to such terms in the Plan.

4. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against Flowers Bakeries Brands, Inc., a competitor of the Company, including, but not limited to, those claims, Causes of Action and rights of action related to the trademark lawsuit in federal court in Atlanta (No. 1:08-CV-02376-TWT).
5. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against Kirin Flexible Packaging, a competitor of the Company, including, but not limited to, those claims, Causes of Action and rights of action related to the breach of contract lawsuit in the Superior Court of the State of California for the County of Los Angeles (No. BC389983)
6. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against (i) the following parties identified in that certain First Amended and Restated Complaint to Avoid Preferential Transfers and for Judgment, Adversary Action No. 06-04191 (the "Preference Adversary Proceeding"), pending in the Cases, and (ii) parties that have executed Tolling Agreements with the Debtors regarding the issues raised in the Preference Adversary Proceeding:

Defendant	Total Transfers
AARHUS UNITED USA, INC. PHILADELPHIA PA	\$ 335,461.40
AG PROCESSING INC KANSAS CITY MO	288,042.90
AGVEST, INC. BUFFALO NY	69,360.00
ALLIED CUSTOM GYPSUM	180,702.00
ALTA DENA CERTIFIED DAIRY LOS ANGELES CA	266,563.59
AMERADA HESS CORPORATION	633,076.93
AMF BAKERY SYSTEMS	67,646.76
BALTIMORE SPICE	77,735.19
BARRY CALLEBAUT	1,378,524.56
BC WILLIAMS BAKERY SERVICE	2,290,621.28
BERBERIAN NUT COMPANY STOCKTON CA	277,633.58
BETTER MADE POTATO CHIPS DETROIT MI	69,177.59
BOC GASES	381,346.52
BP ENERGY (GAS)	217,844.63
BP PRODUCTS	558,983.51
BRYCE CORPORATION	499,801.88
BUNGE	2,810,396.53
BURD & FLETCHER KANSAS CITY MO	351,026.32
BYRTON DAIRY PRODUCTS, INC. LAKE FOREST IL	81,235.60
BYRTON DAIRY PRODUCTS, INC. MILWAUKEE WI	81,304.00
CAIN FOOD INDUSTRIES	69,378.18
CAMPBELL MITHUN ESTY INC MINNEAPOLIS MN	7,923,011.26
CAPITOL DISTRIBUTION CO. SANTA FE SPRINGS CA	158,377.65
CENTERPOINT	248,773.06
CEREFORM USA COLUMBUS OH	156,874.24



CHALLENGE DAIRY PRODUCTS SAN FRANCISCO CA	156,348.96
CHERRCO INC	878,819.40
CHEVRON	129,723.75
CHICAGO DISPLAY MILWAUKEE WI	85,111.29
CHIQUITA BRANDS INC	134,914.80
CINTAS	636,655.90
COCA COLA	845,191.06
CONSOLIDATED BISCUIT CO MC COMB OH	116,496.19
DANISCO USA, INC	977,204.87
DEER CREEK HONEY FARMS, LTD LONDON OH	80,465.40
DLT SVC & FREIGHT	4,459,312.19
ENERGY USA	97,165.79
ENERGY USA-TPC	89,149.83
EVERSON SPICE CO. LONG BEACH CA	96,051.85
FATHER SAMS BAKERY	374,387.38
FAYGO BEVERAGERS, INC. DETROIT MI	64,537.60
FIRST UNION COMMERCIAL CHARLOTTE NC	1,288,422.14
FLEET CAPITAL LEASING	971,745.81
FORAN SPICE CO. OAK CREEK WI	127,464.00
FOSTER FARMS DAIRY	110,339.11
FREIGHTLINEER	57,286.30
FRITO LAY, INC	1,561,684.98
GASMARK WYOMISSING PA	54,557.46
GE CAPITAL BUSINESS ASSETS	690,409.67
GE FLEET SERVICES	129,694.37
GLOPAK ST-LEONARD QC	2,332,791.93
GREAT GRAIN, LLC / BUBBAS BAKESALT LAKE CITY UT	469,427.00
GRAIN MILLERS INC	193,853.29
GREAT LAKES TRADING CO. TRAVERSE CITY MI	93,621.93
GREEN VALLEY PECAN CO. SAHUARITA AZ	80,096.30
GUITTARD CHOCOLATE COMPANY SAN FRANCISCO CA	887,424.58
HART INDUSTRIES, INC. OWINGS MILLS MD	333,726.20
HEWLETT PACKARD	801,764.07
HONEY HOLDING I FARM HOUSTON TX	228,245.20
IDAHO PACIFIC CORPORATION RIRIE ID	160,315.98
IGI RESOURCES (GAS)	129,941.61
INFINITE ENERGY, INC. ORLANDO FL	235,210.59
INNOVATIVE CEREAL SYSTEMS	3,596,912.60
INTERMEC TECHNOLOGIES CORPORATION	746,569.97
INTERNATIONAL FIBER CORPORATION	529,050.40
INTERNATIONAL FLAVORS & FRAGRANCES	60,761.50
PHILADELPHIA PA	
INTERNATIONAL MOLASSES CORP.	283,720.13
ROCHELLE PARK NJ	
INTERNATIONAL PAPER COMPANY	366,264.32
INTL PAPER	71,378.00

IRVING OIL CORP. BANGOR ME	247,258.12
J & K INGREDIENTS PATERSON NJ	73,777.10
J. B. HUNT TRANSPORT, INC CHARLOTTE NC	285,809.45
JENCO, INC. GREENSBORO NC	195,050.78
JEWEL APPLE, LTD. YAKIMA WA	65,488.50
JSO ASSOCIATES GREAT NECK NY	86,651.00
KERRY INGREDIENTS ATLANTA GA	123,198.40
KEY MIX CORPORATION BALTIMORE MD	175,661.98
KRAFT FOODS	303,976.62
LESAFFRE YEAST CORPORATION MILWAUKEE WI	66,943.50
LEVEL VALLEY CREAMERY	172,815.99
LION RAISIN CO	824,263.04
LODERS CROKLAAN USA CHARLOTTE NC	223,199.45
MALNOVE, INC	3,333,621.95
MASTER PACKAGING, INC	610,667.23
MCCORMICK & COMPANY	84,007.00
MENNEL MILLING COMPANY KANSAS CITY MO	269,256.79
MISSION FOODS	78,634.00
MGP INGREDIENTS	432,769.32
MICHAEL FOODS, INC	4,775,614.75
MRB FOOD SOURCES LINCOLN CA	63,382.00
NIACET CORPORATION	691,980.48
NORTH AMERICAN SALT ATLANTA GA	160,110.93
NORTH PACIFIC FOOD PRODUCTS SAINT LOUIS MO	188,895.31
OLD DUTCH FOOD INC SAINT PAUL MN	122,454.71
OLD LONDON FOODS INC	64,335.49
PEPSI	586,372.32
PETERSON FARMS INC	117,112.60
PINNACLE FOODS CORPORATION	605,033.30
PRESTIGE PAK, INC	1,058,121.48
PRINTPACK, INC	2,948,765.71
PURATOS CORPORATION	126,968.73
PERDUE FARMS INC	753,998.95
REYNOLDS FOOD PACKAGING	762,648.55
ROCK TENN COMPANY	2,136,551.50
ROQUETTE AMERICA, INC. CHICAGO IL	125,633.80
ROYAL PETROLEUM CO PHILADELPHIA PA	118,935.55
SENSIENT FLAVORS	217,388.98
SHAMROCK SALES & SERVICE NIPOMO CA	202,240.55
SMURFIT-STONE	131,486.23
SOLAE COMPANY LLC	162,419.09
ST. JOHNS PACKAGING LTD	1,102,586.99
SUN-MAID	331,068.18
T.J. HARKINS CHICAGO IL	601,464.50
TABLE TALK PIES INC WORCESTER MA	370,406.92
TALAMO FOODS GILROY CA	62,416.44
THE BRYCE COMPANY LLC	221,924.95
THE LONG COMPANY CHICAGO IL	97,644.82

TJ HARKINS CO. WOOD DALE IL	74,410.00
UGI ENERGY SERVICES	445,686.43
UNITED PARCEL SERVICE	246,173.81
UNITED SALT CORPORATION DALLAS TX	78,937.04
US FLEET LLC ROCKY MOUNT NC	220,796.56
US SALT LLC ATLANTA GA	81,080.44
UTZ QUALITY FOOD HANOVER PA	81,407.30
WACHOVIA TRUSTEE (463-676 PENS VALLEY FORGE PA	398,436.72
WASATCH ENERGY CORP SALT LAKE CITY UT	90,110.19
WEYERHAEUSER PACKAGING, INC	883,189.81
WPS ENERGY SERVICE INC GREEN BAY WI	85,634.49
AMERICAN SUGAR REFINING, INC.	4,548,062.04
OKEELANTA CORPORATION	588,824.74
CLEAR PACK COMPANY FRANKLIN PARK IL	289,879.79
THE FIBRED GROUP LAVALE MD	599,201.65

The Debtors reserve their right to modify this list to amend, add or remove parties or otherwise update this list, but disclaim any obligation to do so.

PLAN EXHIBIT A-2

TRUST AVOIDANCE CLAIMS

All Plan Exhibits are subject to all of the provisions of the Amended Joint Plan of Reorganization of Interstate Bakeries Corporation and its Affiliated Debtors And Debtors-in-Possession Dated October 31, 2008 (as subsequently modified or amended, the “Plan”), including, without limitation, Article 14.2, under which the Debtors have reserved the right to alter, amend, or modify the Plan or any Exhibits thereto under section 1127(a) of the Bankruptcy Code, in a form that is reasonably satisfactory to Equity Investors and the Prepetition Investors, at any time prior to the Confirmation Hearing.

### Trust Avoidance Claims

#### General Note<sup>1</sup>

In accordance with section 1123(b)(3) of the Bankruptcy Code and section 10.2 of the Plan, the Reorganized Debtors shall transfer and shall be deemed to have transferred to the Creditors' Trust, for and on behalf of the beneficiaries of the Trust, the below-described Trust Claims. The Trust, in its sole and absolute discretion, shall determine whether to bring, settle, release, compromise, or enforce such Trust Claims (or decline to do any of the foregoing), and shall not be required to seek further approval of the Bankruptcy Court for such action unless such approval is required under the Plan. The Trustee or the Creditors' Trust or any successors may prosecute (or decline to prosecute) such Trust Claims in accordance with the best interests of the Creditors' Trust beneficiaries or any successors holding such rights of action.

1. Any and all claims, Causes of action, rights of action, suits, and proceedings in favor of the Debtors or their Estates as set forth in the Intercreditor Settlement Order.
2. Any and all claims, Causes of Action, rights of action, suits, and proceedings in favor of the Debtors or their Estates against the following parties identified in that certain First Amended and Restated Complaint to Avoid Preferential Transfers and for Judgment, Adversary Action No. 06-04191, pending in the Cases:

<b>Defendant</b>	<b>Total Transfers</b>
CONCORD FOODS, INC. BROCKTON MA	\$ 223,724.17
CORPORATE EXPRESS	79,741.23
DAWN FOOD PRODUCTS JACKSON MI	306,875.44
FIELD CONTAINER CO. L.P. CHICAGO IL	333,455.35
FUEL MANAGERS, INC	616,305.65
LEASE PLAN USA ATLANTA GA	207,784.65
LYNCH OIL COMPANY, INC. KISSIMMEE FL	52,943.13
OZBURN - HESSEY LOGISTICS LLC CINCINNATI OH	81,355.96
SEMPRA ENERGY	855,251.98
STOCKTON OIL COMPANY BILLINGS MT	100,209.19
SUMMIT ENERGY SER. INC. LOUISVILLE KY	60,000.00
TEXICAN HORIZON ENERGY MKTING TOMBALL TX	95,153.63
ACF INDUSTRIES, LLC SAINT LOUIS MO	375,474.24
ALPHA BAKING CO CHICAGO IL	93,547.57
ATMOS ENERGY	273,340.71
BOGHOSIAN RAISIN	68,160.00
DH ASSOCIATES PALMYRA NY	60,268.19
FLOWERS FOODS SPECIALTY	152,852.54
GLOBAL CROSSING	203,242.23

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<sup>1</sup> Capitalized terms used in this Exhibit and not otherwise defined have the meanings ascribed to such terms in the Plan.

IKON	84,736.86
MARATHON ASHLAND PETROLEUM	56,204.66
METRO PACKAGING & IMAGING WAYNE NJ	73,565.14
QWEST	146,808.50
TRANS MONTAIGNE DENVER CO	103,540.47
A B C DISTRIBUTORS LITHIA FL	60,000.00
ADECCO EMPLOYMENT SERV.	84,647.48
AIRDRAULIC ENGINEERING RANDOLPH MA	54,870.00
AIRGAS	104,575.27
ALABAMA POWER CO	66,112.23
ALL AMERICAN FOODS, INC. MANKATO MN	163,162.50
AMEREN CILCO	391,238.77
AMERENUE	572,031.94
AMERICAN ELECTRIC CO	83,081.24
AMERICAN ELECTRIC POWER	273,230.75
AMERICAN EXPRESS FT LAUDERDALE FL	82,024.41
AQUALON COMPANY ATLANTA GA	57,927.50
AUTO-HYDRAULICS, INC. LAUREL MD	52,436.98
AVALON PETROLEUM	124,736.17
BACKSTROM & HEINRICHS SAN DIEGO CA	58,022.09
BELLSOUTH	135,579.07
BFI	134,855.47
BLACK HAWK COUNTY TREASURER WATERLOO IA	85,964.00
BOGHOSIAN RAISIN CO. FOWLER CA	93,418.87
BOMBARDIER CAPITAL RAIL INC. JACKSONVILLE FL	83,100.00
BRIGGS & BRIGGS, INC. DALLAS TX	90,076.04
BROESCH MECHANICAL SERVICES INC	73,819.34
BURLESONS PURE HONEY WAXAHACHIE TX	80,137.31
CALIFORNIA PRETZEL CO SAN FRANCISCO CA	97,184.50
CASANOVA PENDRILL COSTA MESA CA	232,468.00
CERTIFIED FOODS SAN LEANDRO CA	98,089.82
CHAZEN ENGINEERING & LAND SURVEY POUGHKEEPSIE NY	73,898.04
CINERGY	245,585.04
CITY ALEX ALEXANDRIA LA	65,707.71
CITY OF ALEXANDRIA LA	133,098.03
CITY OF BIDDEFORD BIDDEFORD ME	172,854.39
CITY OF EMPORIA EMPORIA KS	67,623.73
CITY OF GLENDALE LOS ANGELES CA	210,801.89
CITY OF LA, PUBLIC WORKS/SANITLOS ANGELES CA	58,901.09
CITY OF LOS ANGELES MUNICIPAL LOS ANGELES CA	179,938.55
CLARK COUNTY LAS VEGAS NV	77,068.99
CLOVERHILL BAKERY BEDFORD PK IL	192,170.48
CLOVERHILL PASTRY-VEND	373,345.80
CM PRODUCTS CHICAGO IL	65,134.20
COMMAND LABOR	325,720.88
COMMAND LABOR LLC LAS VEGAS NV	102,615.56
COMMERCIAL ENERGY ACC: MDU8CUT BANK MT	95,647.98

COMMONWEALTH EDISON CHICAGO IL	182,440.11
CON EDISON NEW YORK NY	344,361.05
CONSUMERS ENERGY	89,144.00
CONSUMERS FLAVORING EXTRACT BROOKLYN NY	110,608.41
CONTINENTAL FOOD SALES, INC. BAINBRIDGE ISLAND WA	126,217.70
CORNERSTONE ENERGY, INC. OMAHA NE	217,368.60
COUER DALENE FRENCH BAKING	224,871.92
COUER DALENE FRENCH BAKING CO	387,547.81
CREATIVE FOODS LLC BLYTHEVILLE AR	75,803.84
CREME CURLS BAKERY INC HUDSONVILLE MI	122,542.16
CROMPTON CORPORATION PALATINE IL	75,255.34
CUSTOM INDUSTRIES SAINT LOUIS MO	118,003.08
DAVIS TRUCK SERVICE INC ELKHART IL	535,839.60
DEEM, LLC INDIANAPOLIS IN	83,008.69
DEGUSSA FLAVORS & FRUIT SYSTEM PHILADELPHIA PA	256,583.05
DMV SACRAMENTO CA	128,615.10
DOBAKE BAKERIES, INC	969,409.20
DON JULIO FOODS FREEPORT CENTER CLEARFIELD UT	451,804.76
DONS WELDING SERVICE SAINT LOUIS MO	223,315.81
DTE ENERGY	84,702.22
DUKE POWER	236,393.64
DYNAMIC DISPLAY BASKING RIDGE NJ	121,449.50
EXXON	212,098.02
E-ZPASS STATEN ISLAND NY	166,265.29
FABRICON PRODUCTS, INC. DETROIT MI	65,619.25
FLORIDA POWER & LIGHT CO	174,055.51
FLYING J	253,683.08
FOOD FOR LIFE CORONA CA	93,118.38
FORSYTHE SOLUTIONS GROUP INC. CHICAGO IL	135,361.50
FREUND BAKING CITY OF COMMERCE CA	979,065.32
FRONTIER TRUST COMPANY	75,594.63
GATE FUEL SERVICES INC. JACKSONVILLE FL	121,971.73
GEORGIA POWER COMPANY	311,774.56
GEORGIA-PACIFIC CHICAGO IL	79,385.39
GLAZE COMMERCIAL REAL ESTATE KANSAS CITY MO	123,300.52
GLOBAL MANAGEMENT SERVICES	555,787.04
GOLDEN GATE TRUCK CENTER OAKLAND CA	349,752.24
GRIFFITH LABORATORIES	129,809.12
H & N PACKAGING, INC. COLMAR PA	75,436.74
H&S BAKERY INC	85,140.98
HAMPEL OIL DISTRIBUTORS WICHITA KS	159,617.31
HARMAN ATCHISON RESEARCH GROUP	
OVERLAND PARK KS	183,150.00
HESS MICROGEN WOODBRIDGE NJ	173,876.00
HORIZON SNACK FOODS CHICAGO IL	197,191.08
HOUSTON ENERGY SERV LLC	388,084.83
HUDSON RIVER GROUP VALHALLA NY	60,844.00
HUNT & SONS INC SACRAMENTO CA	114,580.53
I2 TECHNOLOGIES DALLAS TX	94,990.00

IFF PHILADELPHIA PA	62,670.65
INDIANAPOLIS POWER & LIGHT CO INDIANAPOLIS IN	186,156.07
INNOVATIVE ENTERPRISES, INC. WASHINGTON MO	57,690.02
ITL BELL GARDENS CA	117,328.43
JAMCO PARTS UNLIMITED SOMERVILLE NJ	68,504.38
JEA JACKSONVILLE FL	127,716.04
JEFFERSON SMURFIT CORP	101,303.34
JR WOOD CO. CHICAGO IL	55,630.24
KANSAS POWER & LIGHT CO KANSAS CITY MO	119,117.74
KIEL BROS COLUMBUS IN	68,828.84
KIEL BROS OIL CO, INC COLUMBUS IN	77,317.63
KIRIN FLEXIBLE PACKAGING CERRITOS CA	205,607.52
KUB KNOXVILLE TN	95,788.21
L&P FINANCIAL SERVICE C/O US BSAINT LOUIS MO	93,033.94
L.A. DWP	230,866.57
LANGLINAIS BAKING COMPANY LAFAYETTE LA	237,684.52
LONE STAR INDUSTRIES INC FRISCO TX	130,444.36
MAINE WILD BLUEBERRY CO. CHERRYFIELD ME	303,577.85
MANPOWER	170,227.34
MANSFIELD OIL CORP.	184,633.57
MCI	852,916.72
MEDWAY PLASTICS	63,503.40
MEMPHIS LIGHT GAS & WATER MEMPHIS TN	301,716.94
MERIT OIL CO BLOOMINGTON CA	192,647.48
MID AMERICAN ENERGY	191,805.68
MOORHEAD & COMPANY INC	96,390.00
MORABITO BAKING COMPANY NORRISTOWN PA	63,421.40
MOTION INDUSTRIES	61,632.13
M-TAG BALTIMORE MD	138,120.00
N Y INTERNATIONAL BREAD ORLANDO FL	122,904.03
NAPA	95,199.85
NATIONAL ENVIRONMENTAL GROUP, CEDARHURST NY	72,069.05
NATIONAL FUEL RESOURCES WILLIAMSVILLE NY	86,127.28
NATIONAL OIL & SUPPLY CO INC TULSA OK	92,553.51
NEVADA POWER COMPANY	308,941.62
NEW YORK INTERNATIONAL ORLANDO FL	136,473.99
NEXCOR TECHNOLOGIES	59,129.42
NEXTEL COMMUNICATIONS	191,050.54
NOBLE ENERGY	223,166.19
NOBLE ENERGY MARKETING HOUSTON TX	65,119.45
NORTHLICH INC. CINCINNATI OH	171,151.81
NPCO	110,786.70
OHIO GAS COMPANY	57,072.43
OMNIBRANDS, INC CHICAGO IL	255,285.11
ORACLE CORPORATION CHICAGO IL	129,037.12
ORLANDO UTILITIES COMMISSION	222,276.06
OTTER TAIL ENERGY SERV MINNEAPOLIS MN	84,219.32
OXFORD FROZEN FOODS LIMITED OXFORD NS	126,875.10
PACIFIC GAS & ELECTRIC	752,838.13



PACKAGING SYSTEMS AUTOMATION PLYMOUTH MN	220,034.55
PARIS PACKAGING, INC. NEW ORLEANS LA	138,440.55
PARMALAT	78,584.86
PAR-WAY TRYSON COMPANY	78,842.68
PASSAIC VALLEY SEWERAGE NEWARK NJ	97,427.55
PECO ENERGY	397,807.39
PEERLESS MACHINERY CORP CLEVELAND OH	58,202.84
PENSKE TRUCK LEASING	64,933.05
PETRO COMMERCIAL SERVICES BROOKLYN NY	95,505.26
PETROLEUM EQUIPMENT CONSTRUCTION TAOPKA FL	61,453.00
PHARMACARE GROUP SALES	69,191.24
PHH FINANCIAL SERVICE, INC BALTIMORE MD	226,344.60
PREMIUM FOOD SALES BRADFORD ON	412,240.00
PREMIUM INGREDIENTS LTD.	87,999.50
PRIME INDUSTRIAL RECRUITERS	144,863.38
PROGRESS ENERGY	165,712.86
PROPAC MARKETING ADDISON TX	187,399.50
PROSTAFF 5006 MINNEAPOLIS MN	127,689.48
PSE&G CO NEW BRUNSWICK NJ	323,833.87
Q6 LLC CHESTERFIELD MO	387,622.57
RANDSTAD EMPLOYMENT SOLUTIONS	324,705.41
RESOURCES OF KANSAS CITY KANSAS CITY MO	236,539.00
RND MECHANICAL CONTRACTOR	69,996.02
RY MT PUBLIC UTILITIES ROCKY MOUNT NC	530,133.97
SALEM LEASING CORPORATION CHARLOTTE NC	342,100.27
SAN DIEGO GAS & ELECTRIC SANTA ANA CA	140,108.20
SAVI, LLC SAINT LOUIS MO	55,706.80
SBC OR SOUTHWESTERN BELL	416,735.98
SCE&G COLUMBIA SC	119,379.92
SECURITAS SECURITY SERV	175,598.06
SELECT ENERGY	305,237.95
SENTRY ROOFING, INC. COVINGTON IN	603,728.75
SETHNESS PRODUCTS CO. CHICAGO IL	72,323.91
SIG DOBOY INC MINNEAPOLIS MN	79,319.86
SKC COMMUNICATION PRODUCTS, INC LENEXA KS	58,736.23
SACRAMENTO METROPOLITAN UTILITIES DISTRICT	145,936.28
SNYDER OF BERLIN PITTSBURGH PA	60,443.65
SOUTHERN CALIF EDISON	536,811.59
SOUTHERN CALIFORNIA GAS	121,390.91
SOUTHERN PERFECTION	971,730.05
SOUTHWEST GAS	109,508.97
SPECIALTY PRODUCTS MINNETONKA MN	65,480.00
SPECTRA MARKETING SYSTEMS INC. CHICAGO IL	68,137.50
SPETCO, INC. LECOMPTE LA	127,846.81
ST ARMANDS BAKING CO BRADENTON FL	403,492.99
STOOPS FREIGHTLINER	63,469.80
STREICHER MOBILE FUELING ATLANTA GA	67,965.53
SUPEROIR PACKAGING EQUIPMENT CTOTOWA NJ	105,538.34
SURF CITY FOOD & BEVERAGE CO. UPLAND CA	61,634.30

T & W OIL COMPANY COLUMBUS GA	218,631.36
TEKSYSTEMS ATLANTA GA	77,695.00
THE EASTRIDGE GROUP LOS ANGELES CA	66,616.46
TITAN ATLANTIC GROUP, INC KANSAS CITY MO	83,057.24
TOLEDO EDISON	219,115.54
TRUMAN ARNOLD COMPANIES TEXARKANA TX	351,635.05
U.S. FOODSERVICE CHARLOTTE NC	129,863.59
UBFNA	81,150.17
ULTRA MERCHANDISING SUNSET BEACH CA	64,164.00
UNITED BAKERY EQUIPMENT CO	184,990.86
UTAH POWER #18956666-001 6 *35PORTLAND OR	80,612.11
VANGUARD PACKAGING KANSAS CITY MO	715,378.83
VERIFICATION INC	244,801.51
VERIZON	241,219.16
VICTORY BOX	78,811.73
WASTE MANAGEMENT	297,860.40
WATER REVENUE BUREAU	89,620.91
WESTAR ENERGY	226,752.93
WESTERN BAGEL BAKING CO VAN NUYS CA	352,089.71
WILLOUGHBY DESIGN GROUP L.L.C. KANSAS CITY MO	145,076.38
WISE FOODS INC HARTFORD CT	125,546.40
XCEL ENERGY	70,655.87
XEROX	80,792.30

The Debtors reserve their right to remove from this list, prior to the Effective Date, Trust Avoidance Claims in an amount not to exceed \$6.0 million in the aggregate upon instruction from Equity Investors.

PLAN EXHIBIT B

SCHEDULE OF CAPITAL LEASES

**SCHEDULE OF CAPITAL LEASES**

<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
0350	09/01/99	4612 GREENWAY DR. NE KNOXVILLE, TN 37918	B & H RENTALS ATTN: J.R. BYERLEY	PO BOX 692 MORRISTOWN, TN 37815
0859	07/01/02	18453 N. 7TH AVE. PHOENIX, AZ 85023	IBC PARADISE PROPERTIES, L.L.C.	C/O KEHL HOMES 6183 S PRAIRIE VIEW DR, STE 102 TAYLORSVILLE, UT 84118 CONTACT: BRENDA BELL
0875	12/01/00	6912 HARNEY ROAD TAMPA, FL 33617	TOMARCO PARTNERS, LLP	P. O. BOX 1384 SEBRING, FL 33871-1384 CONTACT PATRICIA W. HANDLEY
0893	03/07/02	1913 W JEFFERSON SPRINGFIELD, IL 62702	JAMES A. AND JOSEPHINE M. SKEETERS	140 WINDSOR ROAD SPRINGFIELD, IL 62702
0906	12/01/00	4301 N. PINE HILLS RD ORLANDO, FL 32808	PRN INVESTMENTS, INC.	3120 FLORENE DR. ORLANDO, FL 32806
0923	04/01/03	1332 CLEARLAKE RD COCOA BEACH, FL 32931	1322 CLEARLAKE LLC	ANTHONY SALAMONE 21772 CLUB VILLA TERRACE BOCA RATON, FL 33433
0982	02/01/01	1340 W. BROADWAY MISSOULA, MT 59802	CURT & LANNI JACOBSON	PO BOX 8276 MISSOULA, MT 59807
1079	05/01/02	1981 SW MAIN BLVD. LAKE CITY, FL 32025	NORWOOD & JENLEE WEST FAMILY TRUST	1022 LYNN DR. WAYCROSS, GA 31503
1161	12/01/01	53RD & BELLE AVE DAVENPORT, IA 52807	WAYNE MONTGOMERY, JR., MICHAEL L. MONTGOMERY	2222 EAST 53RD ST. DAVENPORT, IA 52807
1180	10/01/99	1241 S LECANTO HWY LECANTO, FL 34461	FLOUR POWER TRUST	C/O FLORIDA GULF BANK 2247 1ST ST. FORT MYERS, FL 33901
1190	06/01/99	MILITARY & TRICKEY BENTON, AR 72015	ALATEN PROPERTIES	ROBBIE MARTIN P.O. BOX 2177 MUSCLE SHOALS, AL 35662
1211	11/01/98	163 NASSAU PLACE YULEE, FL 32097	CAROL WEST, PRESIDENT	FAL, INC. 2323 BAKERS CREEK ROAD WHITTIER, NC 28789 CONTACT: RANDY HARDEN

**SCHEDULE OF CAPITAL LEASES**

<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
1251	07/01/02	233 NEW ORLEANS BLVD HOUMA, LA 70364	HARRISON-WALKER PROPERTIES, LLC	18024 GRAND CYPRESS CREEK BATON ROUGE, LA 70810
1254	2/1/1998	2243 S. MAIN DARLINGTON, SC 29532	JO-JO ENTERPRISES, INC. ATTN: JOE LAVENDER	P.O. BOX 1527 HARTSVILLE, SC 29551
0878	04/01/01	26 TWIN OAKS DR. CHESWOLD, DE 19936	WONDERHOST, LLC	110 S. POPLAR ST., STE. 400 P.O. BOX 2697 WILMINGTON, DE 19805-0697
0185	10/01/00	1891 NORTHERN AVE. KINGMAN, AZ 86402	M. DIANE ROGERS	125 PINE CANYON ROAD SALINAS, CA 93908

PLAN EXHIBIT C

INTERCREDITOR SETTLEMENT ORDER

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MISSOURI  
KANSAS CITY DIVISION

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In re:

Chapter 11

INTERSTATE BAKERIES  
CORPORATION, et al.,

Case No. 04-45814 (JWV)

Debtors.

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Jointly Administered

**ORDER PURSUANT TO 11 U.S.C. §§ 363(b) AND FED. R. BANK. P. 9019  
APPROVING COMPROMISE OF CONTROVERSIES AND DISPUTES AMONG  
VARIOUS PARTIES INCLUDING THE DEBTORS, THE PRE-PETITION  
LENDERS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
(Related to Docket No. [●])**

This matter having come before the Court on the motion (the “Motion”)<sup>1</sup> of Interstate Bakeries Corporation and eight<sup>2</sup> of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, “Interstate Bakeries,” the “Company,” or the “Debtors”), for an order, pursuant to 11 U.S.C. §§ 363(b) and Rule 9019 of the Federal Rules of Bankruptcy Procedure (a) approving the Compromise of Controversies by and among the Compromising Parties and (b) authorizing the Debtors to take such actions as are reasonably necessary to fulfill the terms of the Compromise of Controversies. The Court, having determined that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C.

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1 Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion and the Plan.

2 The following subsidiaries’ and affiliates’ chapter 11 cases are jointly administered with Interstate Bakeries’ chapter 11 case: Armour and Main Redevelopment Corporation; Baker’s Inn Quality Baked Goods, LLC; IBC Sales Corporation; IBC Services, LLC; IBC Trucking, LLC; Interstate Brands Corporation; New England Bakery Distributors, L.L.C.; and Mrs. Cubbison’s Foods, Inc.

§§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors and the Debtors' decision to enter into the Compromise of Controversies is reasonable and appropriate under the circumstances; (iv) proper and adequate notice of the Motion and the hearing thereon having been given and that no other or further notice is necessary; and (v) upon the record herein and after due deliberation thereon; and the Creditors' Committee having supported confirmation of the Plan; and good cause having been shown that the Court should grant the relief as set forth herein;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED and the Compromise of Controversies as set forth herein is hereby approved.
2. Establishment of the Creditors' Trust. On the Effective Date, the Creditors' Trust will be established for the benefit of holders of Allowed General Unsecured Claims, including the holders of Old Convertible Note Claims. The Trust Agreement that shall govern the terms of the Creditors' Trust shall be in a form reasonably acceptable to the Creditors' Committee, Equity Investors, Pre-Petition Investors, and Reorganized Debtors and shall provide, among other things, that (w) beneficial interests in the Creditors' Trust shall be non-transferable, except by death or operation of law, and will not be evidenced by certificates, (x) the purposes of the Creditors' Trust will be limited to the rights and powers set forth in the Trust Agreement and the duration of the Creditors' Trust will be limited to an initial term of five years, subject to further extension as the circumstances may warrant solely for the purposes of the administration of claim objections, the realization of the TSARs (defined below) and the pursuit of Trust Claims, (y) the Creditors' Trust will be responsible for making distributions to Trust



Beneficiaries of the Creditors' Trust and shall bear the responsibility for any fees, costs, expenses or other liabilities related thereto, and (z) distributions to Trust Beneficiaries from the Creditors' Trust shall be on a *pro rata* basis without regard to multiple obligors; provided, however, that any Pre-Petition Lender that holds an allowed General Unsecured Claim on account of claims arising under the Pre-Petition Credit Agreement shall not be a Trust Beneficiary and shall not share in any distributions made by the Trustee pursuant to the Creditors' Trust.

3. Documents Implementing Intercreditor Settlement. All documents implementing the terms of the Intercreditor Settlement, including the TSARs, shall be in form and substance reasonably satisfactory to Equity Investors, the Creditors' Committee and the Prepetition Investors.

4. Administration of Claims: The Reorganized Debtors will have sole and absolute discretion in administering, disputing, objecting to, compromising or otherwise resolving all Claims against the Debtors (the "Claims Administration"); provided, however, that before the Reorganized Debtors agree to allow a General Unsecured Claim in an amount greater than \$1,000,000, the Reorganized Debtors shall give at least three (3) Business Days notice (the "Settlement Notice") to the Creditors' Trust of their intended agreement and the basis for the proposed resolution. If the Creditors' Trust does not elect to assume responsibility for the Claims Administration of such claim within three (3) Business Days after the Reorganized Debtors deliver the Settlement Notice, the General Unsecured Claim shall be disposed of in the manner proposed by the Reorganized Debtors. In the event the Creditors' Trust elects to assume responsibility for the Claims Administration of a particular General Unsecured Claim within three (3) Business Days of receiving the Settlement Notice, (a) the Creditors' Trust shall assume

and pay from the Trust Assets any fees, costs, expenses or other liabilities incurred by the Creditors' Trust in connection with its Claims Administration of such General Unsecured Claim and (b) the Reorganized Debtors shall provide reasonable cooperation and assistance to the Trustee and its representatives with respect to the Claims Administration process relating to such claim.

5. Cooperation Agreement. The Reorganized Debtors shall have no responsibility to cooperate hereunder unless the Trustee shall have negotiated in good faith the terms of and executed by the Effective Date, an agreement (the "Cooperation Agreement") for the Creditors' Trust to compensate the Reorganized Debtors for (i) their reasonable costs and expenses (excluding attorneys' fees) associated with the Reorganized Debtors' resources used to assist the Creditors' Trust with respect to Claims Administration of any General Unsecured Claims that the Creditors' Trust elects to assume responsibility for, and (ii) the Reorganized Debtors' reasonable costs and expenses (including attorney's fees) associated with the Reorganized Debtors' resources used to assist the Creditors' Trust in the prosecution of the Trust Claims (defined below). In the event that the Reorganized Debtors and the Trustee cannot agree upon the terms of the Cooperation Agreement, the Court shall resolve such dispute.

6. Allowance of Old Convertible Note Claim. The Allowed General Unsecured Claim for the Old Convertible Notes Claim shall be \$100,649,000 (*i.e.*, principal and interest on the Old Convertible Notes as of the Petition Date).

7. Transfer to the Creditors' Trust. On the Effective Date, the Creditors' Trust shall be established and the Trust Assets described below shall be transferred to the Creditors' Trust for, and on behalf of, the Trust Beneficiaries:

- (a) a cash payment in the amount of \$5,000,000;

(b) documents evidencing cash-settled stock appreciation rights (“TSARs”) (i) with respect to three percent (3%) of the fully diluted equity interests of the Reorganized Company as of the Effective Date, (ii) which shall have a strike price equal to \$15 per share, and (iii) which shall otherwise have the same terms as the stock appreciation rights to be received by the representatives of certain of the Debtors’ unionized work force; and

(c) (i) those avoidance claims or causes of action described on Exhibit A-2 to the Plan (collectively, the “Trust Avoidance Claims”) and (ii) claims or causes of action arising out of, or related directly or indirectly to, a person’s relationship to the Debtors as a director of certain of the Debtors (and/or their predecessors) and/or their employment as an officer of the Debtors to the extent such claims or causes of action have not been previously released or as to which applicable statutes of limitations have not yet expired (collectively, “D&O Claims” and, together with the Trust Avoidance Claims, the “Trust Claims”); provided, however, D&O Claims shall not include claims as to which any present or former director, officer or managing member of any Debtor would have a right of indemnification against the Reorganized Debtors unless (x) such D&O Claims are 100% covered by directors and officers’ liability insurance (“D&O Insurance”) or (y) the applicable indemnitees are otherwise prohibited from prosecuting such indemnification rights against the Reorganized Debtors; provided, further, that in connection with the transfer of D&O Claims as contemplated hereby, the Creditors’ Trust must agree, in a notice to be delivered to the Reorganized Company on the Effective Date, that the Creditors’ Trust will seek satisfaction of any judgment received by it with respect to D&O Claims solely from available D&O Insurance and shall not seek satisfaction of any such judgment from the assets of any defendant.

8. Structure of the TSARs: The TSARs will contain such terms and/or otherwise be structured in such a manner so as to assure that neither the Company nor the Creditors’ Trust will be required to comply with SEC reporting requirements subsequent to the Effective Date.

9. Payment of Old Convertible Notes Indenture Trustee Fee Claim: On the Effective Date, the Debtors or the Reorganized Debtors shall pay the Old Convertible Note Indenture Trustee Fee Claim in cash; provided, however, that no later than five (5) days prior to the Confirmation Hearing, the Old Convertible Note Indenture Trustee shall have provided to the Debtors, Equity Investors and the Prepetition Investors copies of invoices evidencing the fees and expenses incurred by the Old Convertible Note Indenture Trustee during the Chapter 11 Cases through the Effective Date; provided, further, that the Bankruptcy Court shall retain

jurisdiction over any disputes regarding the reasonableness of the Allowed Old Convertible Note Indenture Trustee Fee Claim. Upon payment of the Old Convertible Note Indenture Trustee Fee Claim, the Old Convertible Note Indenture Trustee shall forever release, waive and discharge its “charging” lien with respect to any distribution that may be made to any holder of Old Convertible Notes pursuant to the Creditors’ Trust.

10. Release of Claims: On the Effective Date, pursuant to this Agreement and the Plan, and upon the transfer of the Trust Assets to the Creditors’ Trust, the Lien Avoidance Action shall be dismissed with prejudice and any and all claims of the Debtors (and those claiming derivatively through the Debtors) against the Pre-Petition Lenders including, but not limited to, (a) claims against the Pre-Petition Lenders asserted or that could have been asserted by the Debtors in the Lien Avoidance Action, (b) the Preserved Claims, (c) challenges with respect to the extent, amount, validity and priority of the Pre-Petition Lenders’ liens and security interests and (d) claims that the adequate protection payments made to the Pre-Petition Lenders during the Bankruptcy Cases should be recharacterized as principal payments and applied to reduce the Prepetition Lenders’ secured claims, shall be fully and forever released. The transfer of Trust Assets to be made to the Creditors’ Trust and the payment of the Old Convertible Note Indenture Trustee Fee Claim shall also be in full and complete release and satisfaction of any and all claims that could be prosecuted by any party in interest in the Bankruptcy Cases including the Debtors, the Creditors’ Committee, its members and the Prepetition Lenders with respect to substantive consolidation of the Debtors’ estates. All distributions to the Old Convertible Notes Indenture Trustee or to the holders of Old Convertible Notes Claims pursuant to this Agreement, including distributions from the Creditors’ Trust, shall be free and clear of any contractual rights of subordination set forth in the Old Convertible Notes Indenture.

11. Other Matters.

(a) Prior to the Effective Date, the Debtors will use their reasonable best efforts to provide to the Creditors' Committee the information necessary (including payment history, correspondence, files, bank statements, proof of payment, invoices and delivery documents relating to any new value defense, and related documents) for the Creditors' Trust to prosecute the Trust Avoidance Claims.

(b) Prior to the Effective Date, the Creditors' Committee may give notice to the Pre-Petition Investors of those holders of General Unsecured Claims who may be interested in participating in the New Term Loan ("Creditor Participants"), provided, however, the Creditors Committee shall be under no obligation to actively solicit or recommend any Creditor Participants. The Debtors, the Pre-Petition Investors and the Creditors' Committee shall agree to a process whereby qualified parties will be notified of the opportunity to participate in the New Term Loan. The Pre-Petition Investors shall offer the Creditor Participants the right to participate in the New Term Loan in an amount collectively not to exceed ten (10%) percent of the aggregate principal amount thereof provided that such participation by a Creditor Participant shall not require the Reorganized Debtors to register any securities with the United States Securities and Exchange Commission and subject in all respects to Equity Investors' right to approve lenders participating in the New Term Loan.

12. Conditions Precedent to Compromise of Controversies. The Compromise of Controversies as set forth in this Order shall be effective upon confirmation of the Plan and occurrence of the Effective Date.

13. No Admission. The Compromise of Controversies set forth in this Order is the result of a compromise and accord and nothing contained herein shall be construed as an admission of liability or wrongdoing on the part of any party or their respective affiliates, shareholders, directors, trustees, officers, agents, representatives, employees, members, successors or assigns.

14. Reporting Requirements: The Trustee shall provide, either by mail or through access to a website, annual status reports to the Trust Beneficiaries. Each annual status report shall contain a comprehensive summary of all activity by the reporting party during the previous year, a summary of the professional fees sought and obtained in the prior year and a summary of cash receipts and disbursements of the Trustee, a summary of cash receipts and

disbursements of the Creditors' Trust, a summary of the distributions made to the Trust Beneficiaries and such other information as the Trustee deems appropriate for inclusion or as reasonably requested by the parties to whom such reports are to be submitted.

15. The Debtors are hereby authorized to take such actions as are reasonably necessary to fulfill the terms of the Compromise of Controversies as set forth in this Order.

16. This Court shall retain jurisdiction over all matters arising from or related to the implementation of this Order.

Dated: Kansas City, Missouri  
December \_\_\_, 2008

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UNITED STATES BANKRUPTCY JUDGE

PLAN EXHIBIT D

INVESTMENT AGREEMENT

[TO BE FILED NOT LATER THAN THE EXHIBIT FILING DATE]

PLAN EXHIBIT E

SUMMARY DESCRIPTION OF LONG TERM INCENTIVE PLAN

[TO BE FILED NOT LATER THAN THE EXHIBIT FILING DATE]



PLAN EXHIBIT F

INTERSTATE BAKERIES CORPORATION  
NEW COMMON STOCK

Summary of Principal Terms and Conditions

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Unless otherwise provided herein, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Commitment Letter.

Issuer: The Reorganized Company.

New Common Stock: On the Effective Date, the Reorganized Company will issue New Common Stock to (1) Investors and (2) the Term Loan Facility Lenders (or their Permitted Affiliates).

On the Effective Date, the Reorganized Company will also issue restricted stock to Craig Jung in accordance with the terms of his employment agreement.

Amount: There will be 8,840,000 shares of New Common Stock issued and outstanding as of the Effective Date (before giving effect to any dilution from the conversion of New Convertible Debt or the exercise of Warrants or stock options, restricted stock or stock appreciation rights issued to directors, officers or other employees of the Reorganized Company and the Creditors' Trust for the benefit of holders of General Unsecured Claims), with (1) 4,420,000 shares of New Common Stock to be purchased by Investors for cash at an aggregate purchase price of \$44,200,000 and (2) 4,420,000 shares of New Common Stock to be distributed to the Term Loan Facility Lenders (or their Permitted Affiliates), pro rata in accordance with the relative amounts of their loans funded under the Term Loan

Facility.

Stockholders' Agreement:

As a condition to receiving shares of New Common Stock, holders of New Common Stock will be required to enter into a Stockholders' Agreement reflecting the terms set forth on Exhibit E to the Commitment Letter.

State of Incorporation:

State of Delaware.

PLAN EXHIBIT G

INTERSTATE BAKERIES CORPORATION  
NEW CONVERTIBLE DEBT

Summary of Principal Terms and Conditions

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Unless otherwise provided herein, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Commitment Letter to which this Exhibit C is attached.

Issuer:	The Reorganized Company.
New Convertible Debt:	Pursuant to the Plan, on the Effective Date the Reorganized Company will issue New Convertible Debt to Investors and the Senior Secured Creditors.
Principal Amount:	<p>\$171,600,000 in aggregate principal amount, to be allocated as follows:</p> <ul style="list-style-type: none"><li>• \$85,800,000 to Investors, to be purchased by Investors for cash at an aggregate purchase price of \$85,800,000 ("<u>Tranche A</u>"); and</li><li>• \$85,800,000 to the Senior Secured Creditors, in partial satisfaction and discharge of the Prepetition Debt and allocated <u>pro rata</u> among the Senior Secured Creditors in accordance with the relative amounts of their Prepetition Debt ("<u>Tranche B</u>").</li></ul>
Term:	10 years, bullet.
Interest:	Interest on the New Convertible Debt will be at the rate of 5.0% per annum, payable semi-annually by the Reorganized Company. Interest payments will be made at each interest payment date by the Reorganized Company, at its election, either (1) in cash

(to the extent permitted under other debt facilities, if any) or (2) in the form of “PIK” notes representing additional New Convertible Debt in the amount of interest payable at such interest payment date.

Conversion Price:

Holders of New Convertible Debt may at any time and at each holder’s option convert all or a portion of such New Convertible Debt into shares of New Common Stock at the conversion price of (i) one share of New Common Stock for each \$10.00 principal amount of Tranche A New Convertible Debt and (ii) one share of New Common Stock for each \$10.84715 principal amount of Tranche B New Convertible Debt (in each case, the “Conversion Price”).

Additional Interest Payments

Holders of New Convertible Debt will receive additional interest payments equal to all dividends and distributions payable to holders of the Company’s common stock in addition to stated interest payments, except for dividends and distributions that adjust the Conversion Price as set forth under Anti-Dilution provisions below.

Additional Liquidation Payments

In the event of any liquidation, dissolution or winding up of the Company and in addition to any recovery of principal, premium and accrued and unpaid interest with respect to the New Convertible Debt, Holders will receive payments equal to any distributions to holders of the Company’s common stock out of assets legally available for distribution to stockholders on a pro rata as if converted basis, but only to the extent that such distributions exceed the amount of any recovery with respect to the New Convertible Debt.

Mandatory Conversion:

Upon an initial public offering of the Reorganized Company, the Reorganized Company may, at its option, convert all New Convertible Debt then outstanding into shares of New Common Stock at the

Conversion Price.

In the event Investors exercises its Drag-Along Rights under the Stockholders' Agreement, all New Convertible Debt then outstanding held by all holders will automatically convert into shares of New Common Stock at the Conversion Price.

Anti-Dilution:

Subject to the right of the holders of New Convertible Debt to exercise preemptive rights as provided in the Stockholders' Agreement on an as-converted basis, customary proportional anti-dilution adjustments in the event of a combination, subdivision or reclassification of shares of New Common Stock or any dividend payment with respect to New Common Stock in the form of additional shares of New Common Stock.

Change of Control Put:

The Reorganized Company shall be required to make an offer to purchase all outstanding New Convertible Debt at par within 30 days after the occurrence of a Change in Control (to be defined).

Security:

Guaranteed by the direct and indirect, existing and future, wholly owned domestic subsidiaries of the Reorganized Company and Interstate Brands Corporation (subject to exceptions for immaterial subsidiaries to be agreed) and secured by a perfected fourth priority security interest in the Term Priority Collateral and the Borrowing Base Assets (each as defined in Exhibit G to the Commitment Letter as in effect on the date hereof).

Optional Prepayment:

The Reorganized Company may prepay all or any portion of New Convertible Debt at any time at a price of (1) prior to the first anniversary of the Effective Date, 102.5% of the principal amount to be prepaid and (2) on

and after the first anniversary of the Effective Date, 101% of the principal amount to be prepaid. Any such optional prepayment of New Convertible Debt shall be made on a pro rata basis among all holders of New Convertible Debt. Upon notice of a proposed optional prepayment, holders of New Convertible Debt may convert the portion of New Convertible Debt proposed to be prepaid prior to the date set forth for such optional prepayment.

Voting Rights:

None.

Stockholders' Agreement:

Each holder of New Convertible Debt will be required to enter into the Stockholders' Agreement as a condition to receiving shares of New Common Stock issuable upon conversion of such holder's New Convertible Debt (unless such holder is already a party thereto).

Registration Rights:

None.

Indenture:

To contain customary provisions consistent with the terms of the Commitment Letter.

Transfer Restrictions:

So long as the Stockholders' Agreement has not been terminated in accordance with the terms thereof, all transfers of New Convertible Debt are subject to the prior consent of Investors in its sole discretion; provided, however, that the New Convertible Debt shall be freely transferable among the Senior Secured Creditors and their affiliates (with the transferability to affiliates subject to the prior consent of Investors, which consent shall not be unreasonably withheld), subject to (a) the Reorganized Company being provided advance written notice of the consummation and terms of such transfer and (b) absolute written assurances of confidentiality among the parties to such transfer and the Reorganized Company

(subject to disclosure required by law).

Governing Law:

State of New York.

PLAN EXHIBIT H

INTERSTATE BAKERIES CORPORATION  
NEW THIRD LIEN TERM LOANS

Summary of Principal Terms and Conditions

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Unless otherwise provided herein, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Commitment Letter.

**Article I. Parties**

<i>Borrowers:</i>	Reorganized IBC and Reorganized Brands (the “ <b><i>Borrowers</i></b> ”).
<i>Guarantors:</i>	Each of the Borrowers’ direct and indirect, existing and future, wholly owned domestic subsidiaries, subject to exceptions for immaterial subsidiaries to be agreed (each a “ <b><i>Guarantor</i></b> ” and collectively the “ <b><i>Guarantors</i></b> ,” and, together with the Borrowers, the “ <b><i>Loan Parties</i></b> ”).
<i>Administrative Agent:</i>	TBD (the “ <b><i>Administrative Agent</i></b> ”).
<i>Collateral Agent:</i>	A collateral trustee reasonably satisfactory to the Administrative Agent and the Borrowers.
<i>Initial Lenders:</i>	The Senior Secured Creditors (together with their permitted assignees, the “ <b><i>Lenders</i></b> ”).

**Article II. Third Lien Term Loan Facility**

A six-year term loan facility (the “***Third Lien Term Loan Facility***”) in an aggregate principal amount equal to \$142.3 million (which amount may be decreased in accordance with Exhibit J to the Commitment Letter as in effect on the date hereof and/or on a dollar for dollar basis to the extent that the amount of the Senior Lien Term Loan Facility (as defined below) is increased to effect the satisfaction of condition 15(b) of the Commitment Letter as in effect on the date hereof) (the loans thereunder, the “***Third Lien Term Loans***”). The principal amount of the Third Lien Term Loans shall be repayable on the sixth



anniversary of the Effective Date (the “**Maturity Date**”) on which date the unpaid balance of the Third Lien Term Loan Facility and any accrued interest shall be due and payable in full.

*Availability*

The Third Lien Term Loans shall be made in a single drawing on the Effective Date.

*Purpose*

The Third Lien Term Loans shall be issued to the Senior Secured Creditors pursuant to the Plan on the Effective Date to satisfy, in part, the Prepetition Debt.

**Article III. Certain Payment Provisions**

*Fees, Early Termination  
Fees and Interest Rates*

As set forth on Annex A and in the Fee Letter.

*Optional Prepayments and  
Commitment Reductions*

Subject to the terms of the Intercreditor Agreement (as defined below), the Borrowers may, upon prior written notice, prepay the Third Lien Term Loans, in whole at any time or in part from time to time. Any optional prepayments shall be subject to the Early Termination Fees described in Annex A, including, during the first year after the Effective Date, the make-whole amount referred to therein for any optional prepayments.

*Mandatory Prepayment*

Subject to the terms of the Intercreditor Agreement and after the obligations under the Term Loan Facility (including any permitted refinancing or replacement thereof, the “**Senior Lien Term Loan Facility**”) have been paid in full (except in the case of clause (iii) below), an amount equal to (i) 100% of the net cash proceeds received by the Borrowers or any of their subsidiaries from the issuance of indebtedness after the Effective Date, other than customary exceptions for indebtedness permitted to be incurred under the definitive documentation with respect to the Third Lien Term Loan Facility (the “**Credit Documentation**”), (ii) 100% of the net cash proceeds received from the sale or other disposition of all or any part of the assets of the Borrowers or any other Loan Party after the Effective Date (other than (w) sales of real estate owned in Southern California as of the Effective Date, (x) sales of inventory in the ordinary course of business, (y) sales of other assets in the

ordinary course of business subject to a cap to be agreed and (z) other exceptions to be agreed), up to \$100.0 million (less the aggregate amount of such net cash proceeds that were reinvested while the Senior Term Loan Facility was outstanding) of which shall be deposited in a segregated cash collateral account, subject to a control agreement in favor of the Collateral Agent (subject to the proviso at the end of this sentence) and shall be subject to full withdrawal and reinvestment rights (so long as no payment Default or bankruptcy Event of Default then exists) for amounts reinvested within 365 days after receipt in long term (as determined in accordance with GAAP) assets useful in a permitted business of the Borrowers or the other Loan Parties, provided that to the extent such amounts are committed pursuant to a written agreement to be so reinvested within such 365 day period, such reinvestment period for such amounts shall be extended for 180 days, (iii) 100% of the net cash proceeds in excess of \$20,000,000 in the aggregate from the sale or other disposition of sales of real estate owned in Southern California as of the Effective Date and (iv) 100% of all casualty and condemnation proceeds received by the Borrowers or any other Loan Party after the Effective Date, subject to exceptions to be agreed and full reinvestment rights (so long as no payment Default or bankruptcy Event of Default then exists) for amounts reinvested within 365 days after receipt in long term (as determined in accordance with GAAP) assets useful in a permitted business of the Borrowers or the other Loan Parties, provided that (A) to the extent such amounts are committed pursuant to a written agreement to be so reinvested within such 365 day period, such reinvestment period for such amounts shall be extended for 180 days and (B) casualty and condemnation proceeds that exceed \$10 million in the aggregate shall be deposited in a segregated cash collateral account to be established within a reasonable period after the Effective Date to be agreed, subject to a control agreement in favor of the Collateral Agent (subject to the proviso at the end of this sentence), and shall be subject to full withdrawal and reinvestment rights (so long as no payment Default or bankruptcy Event of Default then exists); provided that if the Borrowers are unable to obtain a control agreement for a cash collateral

account as described in clause (ii) or (iv) above after using commercially reasonable efforts (which commercially reasonable efforts shall include initiating discussions and negotiating with the banks where the blocked accounts under the ABL Facility are to be established to obtain control agreements on substantially similar terms in favor of the Collateral Agent) to do so, it shall not be a Default or Event of Default so long as such funds are held in a segregated securities account in which the Collateral Agent has a third priority security interest that is perfected by filing of a UCC-1 financing statement. Application of such mandatory prepayments shall be as set forth in the Credit Documentation. Mandatory prepayments pursuant to clauses (ii), (iii) and (iv) above shall be applied without prepayment penalty. Mandatory prepayments pursuant to clause (i) above shall be subject to the Early Termination Fees described in Annex A.

#### **Article IV. Collateral**

The obligations of each Loan Party in respect of the Third Lien Term Loan Facility shall be secured by (a) a perfected third priority (subject to first priority liens securing the Senior Lien Term Loan Facility and second priority liens securing the ABL Facility) security interest in the Term Priority Collateral (as defined in Exhibit G to the Commitment Letter as in effect on the date hereof) and (b) a perfected third priority (subject to first priority liens securing the ABL Facility and second priority liens securing the Senior Lien Term Loan Facility) security interest in the Borrowing Base Assets (as defined in Exhibit G to the Commitment Letter as in effect on the date hereof).

#### ***Intercreditor Agreement:***

The lien priority, relative rights and other creditors' rights issues in respect of the Collateral will be set forth in one or more intercreditor agreements on terms and conditions reasonably satisfactory to the Administrative Agent.

**Article V. Certain Conditions**

The availability of the Third Lien Term Loan Facility is subject to the satisfaction or waiver of the conditions set forth in the Commitment Letter and the following conditions (the date of such satisfaction or waiver of all such conditions and the initial funding of the Third Lien Term Loans on the effective date of the Plan, the “*Effective Date*”):

- (a) The effective date of the Plan shall have occurred (and all conditions precedent thereto as set forth in the Plan shall have been satisfied or waived, provided that if such waiver could reasonably be expected to be adverse in any material respect to the interests of the Lenders, the Administrative Agent shall have provided its prior written consent to such waiver).
- (b) As of the Effective Date, the representations and warranties contained in the Credit Documentation shall be true and correct in all material respects.
- (c) As of the Effective Date, no event shall have occurred and be continuing or would result from the extension of Third Lien Term Loans that would constitute a Default or an Event of Default.
- (d) Each of the Borrowers shall have provided the documentation and other information to the Lenders that the Lenders are required to obtain under the Patriot Act.
- (e) Negotiation, execution and delivery of definitive Credit Documentation, including, without limitation, guarantees, security documents, mortgages, evidence of insurance, customary opinions, certificates and other closing documentation and deliveries as the Administrative Agent shall reasonably request with respect to the Third Lien Term Loan Facility, in each case, reflecting and consistent with the terms and conditions set forth herein, as applicable, and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

**Article VI. Certain Documentation Matters**

The Credit Documentation shall contain the following representations, warranties, affirmative and negative covenants, and events of default relating to the Loan Parties and their subsidiaries (subject to exceptions, materiality thresholds, baskets, grace periods and carve-outs to be agreed upon):

*Representations and Warranties*

Valid existence, organization, requisite power and authority, good standing, qualification to do business, compliance with law and regulations (including terrorism laws and FCPA), power to execute, due authorization, execution and enforceability of the Credit Documentation (no conflict with organizational documents, material agreements or material applicable law), capital stock and ownership of the subsidiaries, necessary consents obtained, binding obligation, accuracy of financial statements, projections, payment of taxes, accuracy in all material respects of disclosure taken as a whole, solvency of the Loan Parties on a consolidated basis on the Effective Date, absence of material litigation, compliance with margin regulations, no defaults (other than in respect of indebtedness), schedule of collective bargaining agreements in effect on the Effective Date, perfected security interest in collateral upon Effective Date, inapplicability of Investment Company Act, insurance, labor matters, ERISA and employee benefit plans, permits and licenses, environmental matters, ownership of real and personal property, intellectual property, and Regulation H.

*Affirmative Covenants*

Delivery of quarterly financial statements and compliance certificates within 45 days after the end of each fiscal quarter; annual audited financial statements for fiscal year ending May 2009 to be provided on or before the date that is 365 days after the end of fiscal year ending May 2009, and thereafter, annual audited financial statements to be delivered within 270 days of fiscal year end; delivery of monthly financial data generated by the Borrowers' internal accounting systems for use by senior and financial management of the Borrowers within 30 days after the end of each fiscal month; delivery of compliance certificates; delivery of an annual budget within 90 days

after the beginning of each fiscal year; delivery of all reports provided under the ABL Facility and the Senior Lien Term Loan Facility; delivery of copies of amendments, modifications and waivers to, notices of default under, and certain other information and reports delivered under, the ABL Facility and other indebtedness secured by senior and subordinated liens on the Collateral; written notices with respect to known defaults, ERISA events, material environmental matters and material litigation; written notices of termination, material amendment or entry into collective bargaining agreements; written notice of any change in any Loan Party's corporate name, identity, corporate structure or federal taxpayer identification number; written notice of knowledge of (a) any lien against any material portion of the Collateral (other than permitted liens) and (b) any loss, damage or destruction of any material portion of the Collateral; delivery of all periodic reports, proxy statements and registration statements publicly filed with the Securities and Exchange Commission (notice of EDGAR filing shall be sufficient for delivery of applicable reports); preservation of corporate existence, compliance with material applicable laws and regulations (including environmental laws and regulations); payment of taxes and other obligations (other than indebtedness); maintenance of properties, permits and customary insurance; access to books and records and inspection rights for the Administrative Agent (and Lenders during an Event of Default); further assurances (including delivery of information requested by a Lender to comply with the Patriot Act and provision of additional collateral and guaranties consistent with the paragraph above entitled "Collateral").

The Borrowers shall use commercially reasonable efforts to obtain, within 365 days following the Effective Date, interest rate protection agreements on terms reasonably satisfactory to the Borrowers in effect for the three years following the Effective Date covering a notional amount that results in at least 50% of the aggregate principal amount of the Borrowers' consolidated long-term indebtedness (other than the ABL Facility) being effectively subject to a fixed rate or maximum interest

rate.

*Negative Covenants*

Limitations on indebtedness (including guaranties and speculative hedging transactions), liens, negative pledge clauses, investments (including loans), asset dispositions, restricted junior payments in respect of capital stock (including dividends, redemptions and repurchases), prepayments, redemptions or repurchases of subordinated or junior indebtedness (in right of payment or lien priority)(for the avoidance of doubt, subject to the provisions of the Intercreditor Agreement with regard to Term Priority Collateral and the proceeds thereof, there shall be no limitation on prepayments of indebtedness under the ABL Facility), fundamental changes (including mergers, consolidations, disposition of assets or acquisitions), changes in nature of business, sales and lease backs, transactions with shareholders and affiliates, third party restrictions on subsidiary distributions, amendments or waivers with respect to subordinated indebtedness, the ABL Facility, the Senior Lien Term Loan Facility and other indebtedness secured by senior and subordinated liens on the Collateral and organizational documents (in each case in a manner that is adverse in any material respect to the Lenders), changes in fiscal year, compliance with margin regulations and issuance of disqualified capital stock.

The negative covenants will permit, among other things, (i) payment of management fees (which will accrue from the Effective Date and may be payable quarterly in advance) in an amount of up to \$1,000,000 per quarter, provided no payment Default or other Event of Default has occurred and is continuing (but which may accrue and be payable when such Default or Event of Default is cured), and payments of out-of-pocket expenses incurred by Ripplewood Holdings L.L.C. or its affiliates in connection with the provision of such management services, (ii) payment of financial advisory fees and reasonable out-of-pocket expenses relating to acquisitions in amounts to be agreed, provided no Default or Event of Default has occurred and is continuing, (iii) repurchases of equity securities from employees up to an amount to be agreed, (iv) payment of amounts to be agreed to IBC Investors I, LLC necessary to pay taxes or tax

distributions, operating expenses and other specified obligations to be agreed, provided no payment Default or other Event of Default has occurred and is continuing, and (v) making of restricted payments, investments and prepayments of subordinated debt in each case with the proceeds of equity issuances by, or capital contributions to, Reorganized IBC, which proceeds have not been previously so applied or applied to an equity cure and provided that no payment Default or other Event of Default has occurred and is continuing.

*Financial Covenants*

To but excluding the last day of the first full fiscal quarter ending after the third anniversary of the Effective Date, incurrence covenants tested to the extent of incurrence of additional indebtedness (with carve outs to allow for (i) loans borrowed and letters of credit issued pursuant to the ABL Facility, and any refinancing or replacement thereof, in an aggregate amount not to exceed the inventory and receivables borrowing base (before application of advance rates or blocks) in effect from time to time, (ii) any refinancings, renewals or replacements of the Outstanding L/Cs and (iii) other additional exceptions to be agreed). Commencing with the end of the first full fiscal quarter after the third anniversary of the Effective Date, maximum secured debt (excluding the New Convertible Debt (as defined in the Equity Commitment Letter)) to EBITDA ratio (to be tested quarterly on a consolidated basis) and, commencing with the end of the first full fiscal year after the third anniversary of the Effective Date, maximum capital expenditures, financial covenants shall apply, in each case, tested at a cushion of 20% to IBC's five-year business plan (as determined by IBC Investors I, LLC and subject to review and agreement by the Administrative Agent) from the end of the first full fiscal quarter after the third anniversary of the Effective Date through the fourth anniversary of the Effective Date and, thereafter tested at cushion of 15% to IBC's five-year business plan (with benchmark amounts for the sixth year to be mutually agreed).

For purposes of determining compliance with the financial covenants, if equity contributions are made to Reorganized IBC during a fiscal quarter or on or prior to the date that is 20 days after the date financial statements



are required to be delivered for such fiscal period, the proceeds of which are promptly applied to prepay loans under the Third Lien Term Loan Facility, then such prepayment of indebtedness shall be deemed to have occurred prior to the end of such fiscal period. In addition, equity contributions made to Reorganized IBC during a fiscal quarter or on or prior to the day that is 20 days after the day on which financial statements are required to be delivered for such fiscal quarter will, at the request of the Borrowers, be included in the calculation of consolidated EBITDA for the purposes of determining compliance with financial covenants at the end of such fiscal quarter and applicable subsequent periods (any such equity contribution so included in the calculation of consolidated EBITDA, a "Specified Equity Contribution"), provided that (a) the amount of any Specified Equity Contribution shall not be greater than the amount required to cause the Borrowers to be in compliance with the financial covenants, (b) Specified Equity Contributions shall be disregarded for purposes of determining availability under baskets dependent on equity issuances or contributions, (c) a Specified Equity Contribution may be made with respect to only one fiscal quarter in each four fiscal quarter period and (d) any prepayment of indebtedness made with a Specified Equity Contribution shall be disregarded for purposes of compliance with the financial covenants at any time such Specified Equity Contribution is included in the calculation of consolidated EBITDA.

*Events of Default*

Nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period of 30 days; material inaccuracy of a representation or warranty when made; violation of financial covenants, negative covenants and the following affirmative covenants: use of proceeds, delivery of notices of known defaults and maintenance of existence of the Loan Parties; violation of other affirmative covenants after grace period of 30 days after notice thereof from the Administrative Agent (provided that if the Borrowers shall fail to provide notice of a known default, the 30 day grace period with respect to the underlying default shall commence upon the earlier to occur of a responsible officer of any Borrower obtaining knowledge of such underlying default and

notice thereof from the Administrative Agent); cross default to material indebtedness; bankruptcy events; certain ERISA events (with exceptions to be agreed); material unsatisfied and unstayed judgments (in excess of insurance); actual or asserted invalidity of any guarantee or any material provision of any intercreditor agreement, or security document with respect to a material portion of the Collateral (in each case, other than by reason of the action or inaction of the Administrative Agent or the Lenders); and a change of control (the definition of which is to be agreed upon).

*Requisite Lenders*

Amendments and waivers with respect to the Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate principal amount of the Third Lien Term Loans (the “**Required Lenders**”), except that (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the final maturity of any Third Lien Term Loan, (ii) reductions in the stated rate of interest or any fee or extensions of any due date thereof and (iii) increases in the amount or extensions of the expiry date of any Lender’s commitment; (b) the consent of 100% of the Lenders shall be required with respect to (i) reductions of any of the voting percentages, changes to pro rata sharing provisions or changes to application of repayments or prepayments (it being understood that waivers of mandatory prepayments shall be permitted with the consent of the Required Lenders) and (ii) releases of all or substantially all of the Guarantors or all or substantially all of the Collateral; and (c) the consent of the Administrative Agent and the Collateral Agent, as applicable, for changes to the agency provisions.

The Credit Documentation will include customary provisions for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as Lenders holding more than 50% of the aggregate principal amount of the Third Lien Term Loans shall have consented thereto.

*Assignments and  
Participations*

Lenders will be permitted to make assignments in a minimum amount of \$1 million (unless such assignment is of a Lender's entire interest in the Third Lien Term Loan Facility) to other financial institutions acceptable to the Administrative Agent and, so long as no payment Default or other Event of Default has occurred and is continuing, the Borrowers, which acceptances shall not be unreasonably withheld or delayed; provided however, that the approval of the Administrative Agent and the Borrowers shall not be required in connection with assignments to other Lenders (or to affiliates or approved funds of Lenders). Each Lender shall be permitted to grant participations in its rights and obligations under the Third Lien Term Loan Facility, or any part thereof, to any person or entity without the consent of the Administrative Agent or the Loan Parties. Participants shall have the same benefits as the Lenders with respect to yield protection and increased cost provisions (except a participant shall not be entitled to any greater amount than the relevant Lender would have received if no participation had been sold). Voting rights of participants shall be limited to certain matters with respect to which the affirmative vote of all Lenders would be required as described under "Requisite Lenders" above. Pledges of Third Lien Term Loans in accordance with applicable law shall be permitted without restriction. Promissory notes shall be issued under the Third Lien Term Loan Facility only upon request.

*Expenses and  
Indemnification*

The Borrowers shall pay (i) all reasonable out-of-pocket expenses of the Administrative Agent associated with the syndication of the Third Lien Term Loan Facility and the preparation, negotiation, execution, delivery and administration of the Credit Documentation and any amendment or waiver with respect thereto (including, without limitation, the reasonable fees, disbursements and other charges of a single counsel for the Administrative Agent, plus, if necessary, one local counsel in each applicable jurisdiction), (ii) reasonable out-of-pocket expenses of having the Third Lien Term Loans rated by one or more rating agencies in an aggregate amount of up to \$25,000, and (iii) all out-of-pocket expenses of the Administrative Agent and the Lenders (including, without limitation, the fees, disbursements and other charges of a

single counsel for the Administrative Agent and the Lenders, plus, if necessary, one local counsel in each applicable jurisdiction, except in the case of an actual or reasonably likely conflict of interest) in connection with the enforcement of the Credit Documentation.

The Administrative Agent and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will be indemnified and held harmless against, any loss, liability or related reasonable out-of-pocket cost or expense (including, without limitation, reasonable fees and disbursements of counsel), in each case arising out of or in connection with or relating to the financing contemplated hereby or the use or the proposed use of proceeds thereof (except to the extent resulting from the bad faith, gross negligence or willful misconduct of the indemnified party or any of its affiliates or its or any of its affiliates' officers, directors, employees, advisors or agents).

If any indemnified party shall receive an indemnification payment in respect of any loss, liability, cost or expense pursuant to the preceding paragraph and such loss, liability, cost or expense is found by a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such indemnified party or any of its affiliates or any of its or its affiliates' respective officers, directors, employees, advisors or agents, then such indemnified party shall refund the amount received by it in respect of such indemnification in excess of that amount to which it is entitled under the terms of the preceding paragraph

*Yield Protection, Taxes and  
Other Deductions*

The Credit Documentation shall contain customary provisions protecting the Lenders against changes in reserve, tax, capital adequacy and other requirements of law and from changes in withholding taxes or imposition of or changes in other taxes (subject in each case to a 180 day limit on claims and a right of the Borrowers to replace any Lender making such a claim). All payments are to be free and clear of any present or future taxes, withholdings or other deductions whatsoever unless withholding taxes arise under current law to a non-US

Lender.

*Governing Law and Forum* State of New York.

**Annex A**

**Interest and Certain Fees**

*Interest Rate*..... The Third Lien Term Loans shall bear interest at a rate per annum equal to the rate set forth in the table below for the applicable loan year:

<i>Loan Year</i> .....	1-3	8.0%
<i>Interest Rate</i>	4	11.0% if paid in kind or 10.0% if paid in cash
	5	13.0% if paid in kind or 12.0% if paid in cash
	6	13.3724%

*Interest Payments*..... Interest on the Third Lien Term Loans (i) for years 1 through 3, shall be capitalized as principal quarterly in arrears, (ii) for years 4 and 5, shall either be paid in cash or capitalized as principal, in each case quarterly in arrears, as elected by the Borrowers prior to the commencement of the applicable quarterly period and (iii) for year 6, shall be paid in cash at the end of the annual accrual period for such year.

*Default Rate* ..... At any time when a payment Event of Default or a bankruptcy Event of Default has occurred and is continuing,, all amounts outstanding under the Third Lien Term Loan Facility shall bear interest at 2.0% above the rate for paid in kind interest otherwise then applicable thereto, payable in cash.

*Rate and Fee Basis*..... All *per annum* rates shall be calculated on the basis of a year of 365/366 days, and the actual number of days elapsed.

*Early Termination Fees* ..... All optional prepayments and the mandatory prepayment described in clause (i) of Section III herein of the Third Lien Term Loans shall, in addition to the principal being prepaid, include the payment of (a) the make-whole amount (to be defined) for any prepayments made prior to the first anniversary of the Effective Date and (b) the product of all Third Lien Term Loans repaid multiplied by (i) 3.0% for all such prepayments made on or after the first anniversary of the Effective Date and prior to the second anniversary of the Effective Date; and (ii) 1.0% for all such prepayments made on or after the second anniversary of the Effective Date and prior to the third anniversary of the Effective Date.

PLAN EXHIBIT I

SUMMARY DESCRIPTION OF RESTRUCTURING TRANSACTIONS

[TO BE FILED NOT LATER THAN THE EXHIBIT FILING DATE]



PLAN EXHIBIT J

INTERSTATE BAKERIES CORPORATION  
FORM OF STOCKHOLDERS' AGREEMENT

STOCKHOLDERS' AGREEMENT

Dated as of [ ]

with respect to

Interstate Bakeries Corporation

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## STOCKHOLDERS' AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of [ ] by and among Interstate Bakeries Corporation, a corporation organized under the laws of the State of Delaware (the "Company"), IBC Investors I, LLC, a limited liability company organized under the laws of the State of Delaware ("Investors I"), IBC Investors II, LLC, a limited liability company organized under the laws of the State of Delaware (together with Investors I, "Investors")<sup>1</sup>, [NAMES OF OTHER ORIGINAL STOCKHOLDERS]<sup>2</sup> (together with Investors, the "Original Stockholders"), and the other Stockholders of the Company party hereto from time to time.

### WITNESSETH:

WHEREAS, the Company and its direct and indirect subsidiaries (collectively, the "Debtors") commenced voluntary cases under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Western District of Missouri to effectuate a reorganization of the Debtors (the "Reorganization") pursuant to a joint plan of reorganization (the "Plan");

WHEREAS, in connection with the Reorganization, the Company and Investors entered into an Investment Agreement dated as of September [ ], 2008 (as such agreement may be amended, supplemented or otherwise modified from time to time, the "Investment Agreement"), pursuant to which the Company, at the Closing and subject to the terms and conditions set forth in the Investment Agreement, will issue to each of Investors, among other things, the number of shares of common stock, par value \$0.01 per share, of the Company (the "Common Stock") set forth in Schedule I next to its name;

WHEREAS, in connection with the Reorganization, the Company, upon the effectiveness of and subject to the terms and conditions set forth in the Plan, will issue to [Names of other Original Stockholders], among other things, the number of shares of Common Stock set forth in Schedule I next to the name of such Stockholder;

WHEREAS, the parties hereto deem it to be in their best interests to enter into an agreement establishing and setting forth their agreement with respect to certain rights and obligations associated with ownership of Stock; and

WHEREAS, this Agreement shall become effective immediately following the Closing.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

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<sup>1</sup> Definition of "Investors" may be further modified to take into account co-investment arrangements, if any.

<sup>2</sup> To also include management members that receive stock.

Section 1. Certain Definitions.

As used herein, the following terms shall have the following meanings:

“1940 Act”: The United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

“Affiliate”: With respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such first Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that no Stockholder shall be deemed to be an Affiliate of any other Stockholder solely as a result of being a party to this Agreement or the transactions contemplated hereby; provided further, however, that none of the Company or any of its subsidiaries shall be deemed to be an Affiliate of any Stockholder and no Stockholder or any of its Affiliates shall be deemed to be an Affiliate of the Company or any of its subsidiaries.

“Affiliate Transferee”: As defined in Section 3(a).

“Agreement”: As defined in the preamble.

“Assignee”: As defined in Section 3(a).

“Assumption Agreement”: A writing substantially in the form attached hereto as Annex A whereby a Person becomes a party to this Agreement.

“Board”: As defined in Section 7(a).

“Business Day”: A day which is not a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close.

“Closing”: As defined in the Investment Agreement.

“Closing Date”: As defined in the Investment Agreement.

“Common Stock”: As defined in the recitals.

“Company”: As defined in the preamble.

“Debtors”: As defined in the recitals.

“Demand Notice”: As defined in Section 9.1(a).

“Director” and “Directors”: As defined in Section 7(a).

“Drag-Along Notice”: As defined in Section 5(a).

“Drag-Along Sale”: As defined in Section 5(a).

“Drag-Along Stockholders”: As defined in Section 5(a).

“Exchange Act”: The United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“First Offer Acceptance”: As defined in Section 3(c)(i).

“First Offer Marketing Period”: As defined in Section 3(c)(ii).

“First Offer Notice”: As defined in Section 3(c)(i).

“First Offer Offeree”: As defined in Section 3(c)(i).

“First Offer Transferor”: As defined in Section 3(c)(i).

“HSR Act”: As defined in Section 3(c)(i).

“Indemnified Party”: As defined in Section 10(a).

“Initial Public Offering”: The initial bona fide underwritten public offering and sale of Common Stock pursuant to an effective registration statement under the Securities Act that results in (i) aggregate proceeds to the Stockholders and the Company of at least \$50 million and (ii) the listing of the Common Stock on a United States national securities exchange or the quotation of such Common Stock on a United States inter-dealer quotation system.

“Investment Agreement”: As defined in the recitals.

“Investors”: As defined in the preamble.

“Management Services Agreement”: The Management Services Agreement to be entered into as of the Closing Date by and among the Company and Investors (or its designees) in the form attached hereto as Annex B.

“New Convertible Debt”: As defined in the Investment Agreement.

“New Stock”: Any Stock that is issued or otherwise created by the Company subsequent to the Closing Date; provided, however, that the term “New Stock” does not include Stock (i) issued pursuant to the acquisition of, or investment in, another Person by the Company or any of its subsidiaries, whether by merger, consolidation, purchase or exchange of stock or assets or reorganization or otherwise; (ii) issued in connection with any stock dividend, stock split or any other pro-rata subdivision or combination of any Stock of the Company; (iii) issued to the financing sources of any refinancing of the Financing (as defined in the Investment Agreement); (iv) issued upon the conversion of any New Convertible Debt or the exercise of any Warrant; (v) issued pursuant to any registered public offering; (vi) issued as pay-in-kind interest on the New Convertible Debt or (vii) issued to officers, directors or employees of the Company or any of its subsidiaries under any incentive plan or upon exercise of options granted under any incentive stock option plan.

“New Stockholder”: Any Person (other than Investors or its Affiliates and other than senior management and other employees and directors of the Company who receive Common Stock at the Closing) (i) who is issued Common Stock at the Closing or (ii) who becomes, or would become, a holder of Common Stock upon the conversion of any New Convertible Debt or the exercise of any Warrant.

“New Stockholders Representative”: As defined in Section 9.1(a).

“Offer Date”: As defined in Section 3(c)(i).

“Offer Price”: As defined in Section 3(c)(i).

“Offered Stock”: As defined in Section 3(c)(i).

“Original Stockholders”: As defined in the preamble.

“Other Stockholders”: The Stockholders other than Investors.

“Person”: Any individual, partnership, corporation, limited liability company, limited company, unincorporated organization or association, trust (including the trustees thereof, in their capacity as such), joint venture, joint-stock company or other entity or organization, including a government or governmental agency.

“Plan”: As defined in the recitals.

“Prepetition Investors”: Silver Point Finance, LLC, Monarch Alternative Capital L.P. and McDonnell Investment Management LLC, and their respective Affiliates.

“Registrable Securities”: At any time, (a) any shares of Stock (other than Stock Equivalents) held by a Stockholder, (b) any shares of Stock issuable upon conversion, exchange or exercise of any Stock Equivalent of the Company held by a Stockholder (whether or not so converted, exchanged or exercised, provided that the conversion, exchange or exercise occurs not later than the effectiveness of the registration) and (c) any securities of the Company issued in exchange for or in respect of any of the foregoing, whether pursuant to a merger or consolidation, as a result of any stock split or reclassification of, or share dividend on, any of the foregoing or otherwise. For purposes of this Agreement, any Registrable Securities shall cease to be Registrable Securities when (i) a registration statement covering such Registrable Securities has been declared effective and such Registrable Securities have been disposed of pursuant to such effective registration statement, (ii) such Registrable Securities shall have been disposed of pursuant to Rule 144, (iii) such Registrable Securities are sold by a Person in a transaction in which the rights under the provisions of this Agreement relating to registration are not assigned or (iv) such Registrable Securities shall cease to be outstanding.

“Registration Expenses”: As defined in Section 9.4(c).

“Registration Indemnified Party”: As defined in Section 9.6(c).

“Registration Indemnifying Party”: As defined in Section 9.6(c).

“Requesting Demand Stockholder”: As defined in Section 9.1(a).

“Reorganization”: As defined in the recitals.

“Required Interest”: As defined in Section 16(f).

“Rule 144”: Rule 144 promulgated under the Securities Act.

“SEC”: The United States Securities and Exchange Commission.

“Securities Act”: The United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Senior Secured Creditors”: Holders of Prepetition Debt (as defined in the Investment Agreement).

“Stock”: (i) any Common Stock, (ii) any other capital stock of the Company that (x) has voting rights generally and not only in limited circumstances, (y) shares in the proceeds of a liquidation or dissolution of the Company on a basis that is tied to the proceeds payable with respect to Common Stock or (z) shares in distributions of the Company on a basis that is tied to distributions payable with respect to Common Stock and (iii) any Stock Equivalents of the Company, in each case, whether owned on the date hereof or acquired hereafter.

“Stock Equivalents”: Securities, including options, that are, or may become, convertible into or exchangeable or exercisable for Stock, including any options, warrants or rights to acquire Stock.

“Stockholder” or “Stockholders”: The Original Stockholders and any other subsequent holder of Stock who agrees to be bound by the terms of this Agreement.

“Tag-Along Notice”: As defined in Section 4(a)(i).

“Tag-Along Sale”: As defined in Section 4(a)(i).

“Tag-Along Seller”: As defined in Section 4(a)(i).

“Tagging Stockholder”: As defined in Section 4(a)(ii).

“Term Loan Facility”: As defined in the Investment Agreement.

“Transfer”: To sell, transfer, assign, distribute, pledge, encumber or otherwise dispose of any Stock, either voluntarily or involuntarily. Any sale, transfer, assignment, distribution, pledge, encumbrance or other disposition of any ownership interests in any entity that is a direct or indirect beneficial or record owner of any Stock, or any other transaction that has the economic effect of Transferring Stock, shall be deemed to be a Transfer of Stock by the Stockholder directly owning such Stock. Notwithstanding the foregoing, it is understood and agreed that a Transfer shall not include (a) any Transfer of any ownership interests in Ripplewood Partners II, L.P. (or in any of its partners) or in



any entity that owns, beneficially or of record, Stock among a diverse group of other assets, (b) any distribution of Stock to any direct or indirect holders of ownership interests in Investors or any such entity that owns Stock among a diverse group of other assets, so long as the transferee is a Stockholder (or agrees to become a Stockholder in connection therewith), or (c) any indirect Transfer which the Company determines should not under the circumstances be treated as a Transfer.

“United States” or “U.S.”: The United States of America, its territories and possessions, any State of the United States of America and the District of Columbia, as the context requires.

“Unwinding Event”: As defined in Section 3(a).

“VCOC Stockholder”: A Stockholder or any Affiliate thereof that is intended to qualify as a “venture capital operating company” within the meaning of 29 C.F.R. § 2510.3-101(d).

“Warrants”: As defined in the Investment Agreement.

Section 2. Methodology for Calculations. For all purposes of this Agreement, the proposed Transfer or the Transfer of a Stock Equivalent shall be treated as the proposed Transfer or the Transfer of the shares of Stock into which such Stock Equivalent can be converted, exchanged or exercised. All holdings of Stock by Persons who are Affiliates of each other shall be aggregated for purposes of meeting any threshold tests under this Agreement; provided, however, that equitable adjustment to the calculation of such holdings shall be made in the event that more than one class of Stock of the Company is issued.

Section 3. Restrictions on Transfers of Stock; Right of First Offer.

(a) Subject to the last sentence of Section 9.5(b), without the consent of Investors acting in its sole discretion, no Stockholder may Transfer its Stock in whole or in part to any Person (an “Assignee”); provided, however, that a Stockholder may at any time and from time to time (A) Transfer all or a portion of its Stock to one or more Affiliates of such Stockholder (an “Affiliate Transferee”) with the consent of Investors (not to be unreasonably withheld), (B) Transfer all or a portion of its Stock to one or more Senior Secured Creditors without the consent of Investors, and (C) Transfer its Common Stock in accordance with Section 4 as a Tagging Stockholder, Section 5 as a Drag-Along Stockholder, Section 9.1 pursuant to an exercise of demand registration rights or Section 9.2 pursuant to an exercise of piggyback registration rights, without the consent of Investors. In the event a transaction or event is contemplated in which any such Affiliate Transferee will cease to qualify as an Affiliate Transferee (an “Unwinding Event”), then (i) such Affiliate Transferee will promptly notify the Company of the pending occurrence of such Unwinding Event and (ii) prior to such Unwinding Event, such Affiliate Transferee will take all actions necessary to effect a transfer of all of the Stock held by such Affiliate Transferee either back to the Person who originally transferred such Stock to it or to another Affiliate of such original transferor. In the event of any purported Transfer by a Stockholder of any Stock in violation of the provisions of this Agreement, such

purported Transfer will be void and of no effect, and the Company or the applicable Stockholder, as the case may be, will not give effect to such Transfer.

(b) No Transfer shall be made pursuant to Section 3(a) unless:

(i) such Transfer would not violate the Securities Act or other securities laws applicable to the Company or the Stock to be Transferred;

(ii) such Transfer would not cause the Company to become subject to the 1940 Act;

(iii) such Transfer would not require the Company to register a class of equity securities under Section 12 of the Exchange Act or any similar provision of any applicable foreign securities laws;

(iv) in the case of a Transfer to an Affiliate Transferee or an Original Stockholder, (A) the Company has received prior written notice of the terms of such Transfer and (B) the transferor and transferee to such Transfer have provided the Company with absolute written assurance that the terms of such Transfer would remain strictly confidential among such transferor, transferee and the Company (subject only to disclosure required by applicable law); and

(v) any transferee of Stock (including Affiliate Transferees, but excluding transferees who acquire shares of Stock pursuant to Section 5 or in a registered offering pursuant to Section 9 or, following the Initial Public Offering, in a bona fide widely distributed sale either to the public or pursuant to Rule 144), at the time of and as a condition to such Transfer, becomes a party to this Agreement by executing and delivering to the Company an Assumption Agreement.

Upon executing and delivering an Assumption Agreement, the transferee will be treated as a Stockholder for all purposes hereof and shall succeed to the rights of the transferring Stockholder hereunder, except as otherwise provided in this Agreement or the Assumption Agreement.

In its reasonable discretion, the Company may condition any Transfer to be made pursuant to this Section 3 upon receipt of an opinion of counsel to the effect that such Transfer complies with clauses (i), (ii) and (iii) of this Section 3(b), which opinion and counsel shall be reasonably satisfactory to the Company.

(c) Right of First Offer. (i) Subject to the provisions of Section 9.5(b), if at any time any or all of the Stock held by any Other Stockholder (each such Other Stockholder, a "First Offer Transferor") is proposed to be Transferred to any Person in a Transfer permitted pursuant to Section 3(a) (other than to an Affiliate of such First Offer Transferor or to an Original Stockholder, or in accordance with Section 4 as a Tagging Stockholder or Section 5 as a Drag-Along Stockholder), the First Offer Transferor shall give Investors (the "First Offer Offeree") written notice (the "First Offer Notice") of its bona fide intention to Transfer such Stock indicating the number of shares of Stock to be offered for Transfer (the "Offered Stock"), the price in cash at which the First Offer Transferor proposes to Transfer the Offered Stock (the "Offer Price") and all other

material terms and conditions on which the First Offer Transferor proposes to Transfer the Offered Stock (including the identity of the proposed transferee if a proposed transferee has been identified). Delivery of a First Offer Notice shall constitute an offer by the First Offer Transferor, irrevocable through and including the Offer Date (as defined below) to Transfer to the First Offer Offeree, subject to the terms of this Section 3(c), all (but not less than all) of the Offered Stock at the Offer Price. During the 15 days following the receipt of such First Offer Notice (such 15th day, for the purposes of this Section 3(c), the “Offer Date”), the First Offer Offeree shall have the right to exercise the right to purchase, at the Offer Price, the Offered Stock by delivery of a reply notice (a “First Offer Acceptance”) to the First Offer Transferor setting forth (x) its irrevocable election to purchase from the First Offer Transferor all of the Offered Stock, (y) closing arrangements and (z) a closing date not less than 20 nor more than 45 days following the Offer Date (unless a longer period of time is necessary to comply with the requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”), or to obtain any other consent required to effect such purchase and sale, in which case such longer period). The First Offer Acceptance shall constitute a binding commitment of the First Offer Offeree to purchase, and a binding commitment of the First Offer Transferor to Transfer, all of the Offered Stock at the Offer Price. The First Offer Transferor shall transfer to the First Offer Offeree the Offered Stock, free and clear of all liens, and shall deliver to the First Offer Offeree such other documents and instruments of transfer as the First Offer Offeree reasonably may request.

(ii) In the event there has not been a timely election by the First Offer Offeree to purchase the Offered Stock in accordance with Section 3(c)(i), then for a period of 60 days immediately following the Offer Date (unless a longer period of time is necessary to comply with the requirements of the HSR Act or to obtain any other consent required to effect such purchase and sale, in which case such longer period) (the “First Offer Marketing Period”), the First Offer Transferor may Transfer, subject to the terms and provisions of this Agreement (including the consent of Investors under Section 3(a)), the Offered Stock at a price not less than the Offer Price and on the same terms and conditions as provided in the First Offer Notice to the First Offer Offeree. If such Transfer is not made within the First Offer Marketing Period or is proposed to be made at a price that is less than the Offer Price or not on the same terms and conditions as provided in the First Offer Notice to the First Offer Offeree, (x) no Transfer of Stock shall be made unless and until a further application of the procedure set forth in Section 3(c)(i) shall have been made with respect to any such prospective Transfer of Stock and (y) the First Offer Transferor may not offer to Transfer its Stock to any Person (including the First Offer Offeree pursuant to this Section 3(c)) until the date that is six months after the last day of the First Offer Marketing Period.

#### Section 4. Tag-Along Rights.

(a) Transfer of Stock. (i) Subject to the provisions of Section 9.5(b), if at any time Stock held by Investors (the “Tag-Along Seller”) is proposed to be Transferred to any Person (other than to an Affiliate or pursuant to a Drag-Along Sale, an exercise of demand registration rights under Section 9.1 or an exercise of piggyback registration rights under Section 9.2) in an amount (based on the proposed Transfer price) that, together with any related Transfers of Stock by such Tag-Along Seller and any of its Affiliates, either

(A) exceeds \$10 million, or (B)(1) exceeds \$1 million and (2) when added together with all prior Transfers (other than to an Affiliate or pursuant to a Drag-Along Sale, an exercise of demand registration rights under Section 9.1 or an exercise of piggyback registration rights under Section 9.2) by Investors that were excluded from clause (A) because the amount of such Transfer was less than \$10 million, exceeds \$12.5 million, and if such Transfer shall otherwise be permitted in accordance with Section 3 (each a “Tag-Along Sale”), then at least 20 days prior to the date proposed for such Tag-Along Sale, the Tag-Along Seller shall (x) provide to all other Stockholders a notice (the “Tag-Along Notice”) stating the material terms and conditions of such proposed Tag-Along Sale (including the amount of Stock to be Transferred, the consideration to be paid for such Stock and the name of the proposed purchaser) and copies of all agreements (which may be provided in draft form to the extent not yet finalized) to be executed by Tagging Stockholders in connection with such proposed Tag-Along Sale, to the extent available, and (y) offer to all other Stockholders the opportunity to participate in such Tag-Along Sale in accordance with this Section 4 on the same terms and conditions as the Tag-Along Seller (with appropriate adjustments as may be determined by the Company in the case of an indirect Transfer of Stock); provided, however, that any indemnities shall be made by the Stockholders severally and not jointly.

(ii) Within 10 Business Days of its receipt of the Tag-Along Notice, each Stockholder that has elected (each such electing Stockholder, a “Tagging Stockholder”) to participate in the Tag-Along Sale shall notify the Tag-Along Seller and the Company of its election. Each Tagging Stockholder shall have the right (without the consent of Investors) to Transfer to the proposed purchaser its pro rata share (based on its relative Stock ownership as compared to all other Stockholders) of the Stock being sold in the Tag-Along Sale. Notwithstanding the foregoing, with respect to any Tag-Along Sale of (i) Common Stock, only sales of Common Stock shall be effected, (ii) Warrants, only sales of Warrants shall be effected, with the Warrants having a lower exercise price than the Warrants being sold by Investors or their Affiliates in the Tag-Along Sale being sold at a price based on the price paid for the Warrants being sold by Investors or their Affiliates plus the difference in exercise prices (provided, however, that a Tagging Stockholder may not sell Warrants having a lower exercise price than the Warrants being sold by Investors or their Affiliates in the Tag-Along Sale unless such Tagging Stockholder no longer holds any Warrants having the same exercise price as the Warrants being sold by Investors or their Affiliates), and (iii) New Convertible Debt, only sales of New Convertible Debt shall be effected.

(b) Any notification by a Tagging Stockholder pursuant to Section 4(a) shall be a final and binding commitment of such Tagging Stockholder to participate in such Tag-Along Sale; provided, however, that in the event there is a material change in the terms and conditions (including the consideration) of such Tag-Along Sale, the Tag-Along Seller shall give written notice of such change to each Stockholder, and (x) each Stockholder that is then a Tagging Stockholder shall thereafter have the right to revoke its election to participate in such Tag-Along Sale by providing written notice to the Tag-Along Seller within two Business Days of receiving the notice of such change and (y) each Stockholder that is not then a Tagging Stockholder shall have the right to elect to participate in such Tag-Along Sale by providing written notice to the Tag-Along Seller within two Business Days of receiving the notice of such change.

(c) Notwithstanding anything contained in this Section 4, there shall be no liability on the part of the Tag-Along Seller to the Tagging Stockholders if the transfer of the Stock of the Tag-Along Seller pursuant to this Section 4 is not consummated for any reason. Whether to effect a transfer of Stock, or to terminate any such transaction prior to its consummation, is in the sole discretion of such Tag-Along Seller.

Section 5. Drag-Along Rights.

(a) If at any time Investors and/or any of its Affiliates proposes to Transfer at least 50% of the Common Stock then held by Investors and its Affiliates to any Person (other than Affiliates of Investors) (a "Drag-Along Sale"), then Investors may cause each Other Stockholder (a "Drag-Along Stockholder") to Transfer, as part of the Drag-Along Sale, the same percentage of the Common Stock held by such Drag-Along Stockholder (including the Common Stock to be issued upon mandatory conversion of the New Convertible Debt and automatic exercise of the Warrants in connection with such Drag-Along Sale) as the percentage of the Common Stock being Transferred in the Drag-Along Sale by Investors and/or any of its Affiliates of the total Common Stock then held by Investors and its Affiliates, and shall provide notice at least 15 days prior to the date proposed for such Drag-Along Sale (the "Drag-Along Notice") to the Drag-Along Stockholders stating the material terms and conditions of such Drag-Along Sale (including the kind and amount of consideration to be paid for such Common Stock and the name of the proposed purchaser) and providing copies of all agreements (which may be provided in draft form to the extent not yet finalized) to be executed by the Drag-Along Stockholders in connection with such Drag-Along Sale, to the extent available. In the event that Investors decline to exercise their rights under this Section 5 in connection with a Transfer that qualifies as a Drag-Along Sale, the Other Stockholders may thereafter exercise their rights under Section 4 to the extent that such Transfer qualifies as a Tag-Along Sale.

(b) In the event Investors provides a Drag-Along Notice in accordance with this Section 5, each Drag-Along Stockholder shall (i) be obligated to Transfer to the proposed purchaser its Common Stock (including the Common Stock to be issued upon mandatory conversion of the New Convertible Debt and automatic exercise of the Warrants in connection with such Drag-Along Sale) for the same consideration per share of Common Stock and otherwise on the same terms and conditions as Investors and/or its Affiliates, as applicable (with appropriate adjustments as may be determined by Investors in the case of an indirect Transfer of Common Stock), as such terms and conditions are set forth in such Drag-Along Notice and (ii) execute and deliver such instruments of conveyance and transfer and take such other actions as Investors or the proposed purchaser may reasonably require in order to carry out the terms of this Section 5. If the Drag-Along Sale occurs after an Initial Public Offering and pursuant to the acquisition agreement for the Drag-Along Sale stockholders are given an option as to the form or amount of consideration to be received pursuant to the Drag-Along Sale, each Drag-Along Stockholder shall be given the same option.

(c) The instruments of conveyance and transfer for a Drag-Along Sale shall not include any representations and warranties of any Drag-Along Stockholder except such representations and warranties as are ordinarily given by a seller of securities, including with respect to such seller's authority to sell, enforceability of agreements against such

seller, such seller's good title in such securities and good title in such securities to be acquired by the purchaser at the closing of such sale; provided, however, that all representations and warranties, covenants, indemnities and agreements shall be made by Investors and/or its Affiliates, on the one hand, and each Drag-Along Stockholder, on the other hand, thereunder severally and not jointly and that any liability of Investors and/or its Affiliates, as the case may be, and each Drag-Along Stockholder thereunder shall be borne by each of them on a pro rata basis based on the relative number of shares of Common Stock being sold by it.

Section 6. New Securities.

When and to the extent the Company determines that it will issue shares of New Stock, the Company shall offer to each Stockholder its pro rata share of the New Stock to be issued (based on its pro rata Stock ownership as compared to all Stock issued and outstanding prior to the issuance of such New Stock), which offer shall be made by written notice from the Company to the Stockholders. Within 10 Business Days of its receipt of such notice, each Stockholder shall notify the Company of the number of shares of New Stock the Stockholder requests to purchase, subject to a maximum of such Stockholder's pro rata share of such New Stock as described in the immediately preceding sentence (it being understood and agreed that the Company may make provision for Stockholders (on a pro rata basis) to request to purchase more than their respective pro rata shares of such New Stock, to the extent other Stockholders decline to purchase such New Stock). Any request by a Stockholder pursuant to the immediately preceding sentence shall be a final and binding commitment by such Stockholder to purchase the shares of New Stock so requested.

Section 7. Corporate Governance; Management.

(a) The Board of Directors of the Company (the "Board") shall be composed of the number of directors (each a "Director" and collectively the "Directors") determined by Investors in its discretion from time to time, which shall be at least three Directors. Immediately following the Closing, the Board shall be composed of eight Directors. Investors shall be entitled to appoint the Directors (including the Chairman of the Board); provided, however, that (x) immediately following the Closing one of the Directors shall be the chief executive officer of the Company and (y) so long as the Prepetition Investors collectively hold more than 10 percent of the Common Stock then outstanding, the Prepetition Investors holding a majority in interest of the Common Stock then held by all Prepetition Investors shall have the right to collectively appoint a total of two Directors, which Director appointees shall be reasonably satisfactory to Investors. The Company and each of the Stockholders hereby agree to take all action necessary to effect the appointment to the Board of each Director appointee as described in this Section 7(a).

(b) Any Director (i) may resign upon delivery of written notice from such Director to the Company, (ii) may be removed by written request of the Stockholder(s) that appointed such Director pursuant to Section 7(a), or (iii) may be removed at the written request of Investors; provided, however, that any removal requested by Investors of a Director appointed pursuant to clause (y) of Section 7(a) may only be effected if such

Director ceases to be reasonably satisfactory to Investors. A vacancy in the Board shall be filled promptly by an appointee of the Stockholders entitled to appoint such Director pursuant to Section 7(a).

(c) Except as otherwise required by law or regulation, the Company and each of the Stockholders shall use commercially reasonable best efforts to cause the charter, by-laws or other comparable organizational documents of the Company (and, to the extent necessary, the charter, by-laws or other comparable organizational documents of any subsidiary of the Company) to contain limitations on the liability of Directors to the fullest extent permissible under the laws of the State of Delaware.

(d) The Company shall use commercially reasonable best efforts to procure and maintain during the term of this Agreement directors' and officers' liability insurance for each of the Directors (at the Company's reasonable expense) which is comparable to that provided by other companies similar to the Company.

Section 8. Voting; Major Transactions. (a) Notwithstanding anything to the contrary contained in this Agreement, each Stockholder of the Company shall vote its respective shares of Stock, on all matters presented to the Stockholders for their approval (other than matters requiring a Stockholder's approval pursuant to Section 8(b)), in such manner as such Stockholder is directed by Investors I. Upon becoming a Stockholder, each Stockholder other than Investors I hereby makes, constitutes and appoints Investors I, with full power of substitution and resubstitution, its true and lawful attorney, for it and in its name, place and stead and for its use and benefit, to act as its proxy in respect of any vote or approval of Stockholders (other than matters requiring a Stockholder's approval pursuant to Section 8(b)). The proxy granted pursuant to this Section 8(a) is a special proxy coupled with an interest and is irrevocable.

(b) Without the affirmative vote or consent of Investors I and the affirmative vote or consent of a majority in interest of the Other Stockholders, the Company shall not, and shall not permit its subsidiaries to (i) enter into any transaction between the Company or any of its subsidiaries, on the one hand, and Investors or any of its Affiliates, on the other hand, other than (A) the Management Services Agreement (including the payment of fees, costs and expenses thereunder, but not any amendment or supplement thereof) and any transaction contemplated by the Investment Agreement or the Plan and (B) any transaction in which all Stockholders are entitled to participate (including transactions pursuant to Section 6), or (ii) make any amendment to the certificate of incorporation or by-laws of the Company that would materially adversely affect the rights of the Other Stockholders.

Section 9. Registration Rights.

9.1 Demand Registration.

(a) At any time and from time to time, Investors (on behalf of themselves and their respective Affiliates) and, after 180 days (or earlier if permitted by Investors and

the underwriter(s) in the Initial Public Offering) following the consummation of the Initial Public Offering, a representative (the “New Stockholders Representative”)<sup>3</sup> appointed by the New Stockholders and their respective permitted transferees holding a majority in interest of the Registrable Securities held by all New Stockholders and their respective permitted transferees at such time (each, a “Requesting Demand Stockholder”) may, in a written notice (a “Demand Notice”) to the Company, request that the Company file a registration statement on any Form that is available to the Company for the registration of securities (other than a registration statement on Form S-4 or Form S-8 or any successor or similar forms and, in the case of requests by the New Stockholders Representative, other than a shelf registration statement) under the Securities Act covering the registration of all or a portion of such Requesting Demand Stockholder’s Registrable Securities, as specified in the Demand Notice. In order to be valid, any Demand Notice after the Initial Public Offering must provide the information described in Section 9.3(a) or be followed by such information, when requested as contemplated by Section 9.3(a). Following receipt of a valid Demand Notice, the Company shall use commercially reasonable efforts, in accordance with Section 9.4, to effect the registration of the Registrable Securities covered by such Demand Notice, subject to any “cutbacks” imposed in accordance with Section 9.3(d).

(b) The maximum number of registrations that the Company is required to effect in response to Demand Notices given by the New Stockholders Representative is two; provided, however, that the New Stockholders Representative shall not give a Demand Notice to the Company (and the Company shall not accept Demand Notices from the New Stockholders Representative) within the 12-month period following the effectiveness of a registration statement filed by the Company pursuant to a Demand Notice delivered by the New Stockholders Representative. A registration requested by a Demand Notice shall not be deemed to have been effected on behalf of a Requesting Demand Stockholder unless (i) the related registration statement has been declared effective by the SEC, (ii) such registration statement has remained effective for the period set forth in Section 9.4(b) plus such longer period as, in the opinion of counsel for the underwriter or underwriters, a prospectus is required by law to be delivered in connection with the sale of Registrable Securities by an underwriter or dealer, (iii) the offering of Registrable Securities pursuant to such registration is not subject to any stop order, injunction or other similar order or requirement of the SEC during such period and (iv) in the event of an underwritten offering, the conditions to closing specified in the underwriting agreement entered into in connection with such registration are satisfied pursuant to the terms of such underwriting agreement. However, notwithstanding the requirement of clause (i), if the Requesting Demand Stockholder withdraws its request prior to the related registration statement being declared effective by the SEC, then such registration will be deemed to have been effected for purposes of this Section 9.1(b) unless (A) the Requesting Demand Stockholder pays the Registration Expenses incurred by the Company through the date of such withdrawal or (B) the withdrawal is due to the disclosure of material adverse information relating specifically to the Company that the Requesting

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<sup>3</sup> Silver Point to be the initial New Stockholders Representative. Mechanics for appointment, removal, resignation, exculpation and reliance to be set forth in separate agreement.



Demand Stockholder did not know prior to submitting its Demand Notice (and in each case of (A) and (B), the Requesting Demand Stockholder shall not be deemed to have used a “demand right”). Furthermore, if in a registered offering requested by a Requesting Demand Stockholder such Requesting Demand Stockholder is subject to a cutback imposed in accordance with Section 9.3(d) of more than 50% of the Registrable Securities as to which it has requested registration, such Requesting Demand Stockholder shall not be deemed to have used a “demand right” in connection with such offering.

(c) As soon as reasonably practicable, but in no event later than 30 days, after receiving a valid Demand Notice, the Company shall file with the SEC a registration statement covering all of the Registrable Securities covered by such Demand Notice as well as any other Registrable Securities as to which registration is properly requested in accordance with Section 9.2 (which other Registrable Securities may be included by means of a pre-effective amendment), but subject in both cases to any cutbacks imposed in accordance with Section 9.3(d). However, if this filing deadline would otherwise occur within 120 days following the effective date of any other registration statement with respect to which the Stockholders have been entitled to join pursuant to Section 9.2 (180 days in the case of the registration statement for the Initial Public Offering), then the Company may defer the filing date until after such 120th day (or 180th day in the case of the registration statement for the Initial Public Offering).

(d) In the case of a shelf registration statement, the Company shall not be required to keep such registration statement effective for longer than (i) one year following the effectiveness of the registration statement or, if earlier, (ii) the date on which (x) all of the Registrable Securities covered by the registration statement have been sold pursuant thereto and (y) the date on which all Registrable Securities held by the Requesting Demand Stockholder are eligible for sale without volume restrictions pursuant to Rule 144.

(e) In the event that, following the receipt of a Demand Notice, (i) the Company is in possession of material non-public information the disclosure of which the Board determines, in its reasonable judgment and in good faith, would be materially adverse to the Company and would not otherwise be required under any applicable law to be publicly disclosed and (ii) the Company gives the Requesting Demand Stockholder written notice of such determination, the Company shall, notwithstanding the provisions of Section 9.1 hereof, be entitled to postpone for up to an aggregate of 120 days in any 12-month period the filing of any registration statement otherwise required to be prepared and filed by it pursuant to Section 9.1 hereof. In the event the Company postpones the filing of any registration statement pursuant to the preceding sentence, the Requesting Demand stockholder may withdraw its Demand Notice prior to the filing of the registration statement and shall not be deemed to have used a “demand right”.

## 9.2 Piggyback Registration.

(a) If at any time following the consummation of the Initial Public Offering the Company intends to file a registration statement under the Securities Act (other than a registration statement on Form S-4 or S-8 or any successor or similar forms) covering a primary or secondary offering of any Stock, whether in response to a valid Demand Notice or otherwise, the Company shall promptly give each Stockholder written notice specifying

the date on which the Company anticipates filing such registration statement and advising each such party of its right to have its Registrable Securities included in such registration in accordance with this Section 9. Each Stockholder will then have the opportunity, by written notice received by the Company no later than 10 Business Days after such Stockholder's receipt of the Company's notice of such proposed filing, to request that all or a portion of such Stockholder's Registrable Securities be included in such registration statement.

(b) Following receipt of any such timely request, the Company shall include in such registration statement (including by means of a pre-effective amendment if the registration statement has already been filed) all of the Registrable Securities that such Stockholder requests for inclusion in such registration statement, subject to any cutbacks imposed in accordance with Section 9.3(d), and the Company shall use commercially reasonable efforts in accordance with Section 9.4 to effect the registration of all such Registrable Securities. However, if at any time after giving written notice of its intention to file such a registration statement and prior to the effective date of such registration statement, the Company decides for any reason not to proceed with the proposed registration (including because the Requesting Demand Stockholder withdraws its request pursuant to Section 9.1), then the Company shall give written notice of such decision to the parties holding Registrable Securities, at which point the Company will be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the related Registration Expenses); provided, however, that this right on the part of the Company shall not affect the Company's obligation to proceed with a registration validly requested under Section 9.1 and to include in such registration the Registrable Securities requested for inclusion by any Stockholder pursuant to this Section 9.2.

(c) In connection with any underwritten offering, the Company shall not be required under Section 9.2 to include Registrable Securities in such underwritten offering unless the holders intending to sell Registrable Securities accept the terms of the underwriting of such offering that have been reasonably agreed upon between the Company, the Requesting Demand Stockholder (if any) and the underwriters selected in accordance with this Agreement, but no Stockholder will be required to make representations or warranties to the underwriters or other purchasers or to provide indemnities other than as specified in this Agreement, and all such representations and warranties shall be on a several and not joint basis.

9.3 Rights and Obligations of Holders in Connection with a Registration.

(a) The Stockholders participating in a registration in accordance with this Section 9 shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition and plan of distribution of such securities as the Company may reasonably request and as may reasonably be required in connection with the registration to be effected by the Company.

(b) The Stockholders participating in a registered offering in accordance with this Section 9 will, if it is an underwritten offering, enter into an underwriting

agreement, to be negotiated by the Company and its counsel, in customary form, which agreement will contain such representations and warranties by and obligations of the Company as are customarily contained in underwriting agreements generally, including, without limitation, customary indemnification and contribution provisions. Customary representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such underwriters shall also be made to and for the benefit of the Stockholders participating in such offering in a manner customary for such transaction. No Stockholder of Registrable Securities shall be required to make any representations or warranties to or agreements with the Company or the underwriters other than those representations, warranties and agreements (including limited indemnification with respect to written information supplied by such Stockholder with respect to itself) regarding such Stockholder as are customarily given by non-controlling stockholders seeking to sell shares in an underwritten secondary offering; provided, however, that if any Stockholder of Registrable Securities disapproves of the terms of the underwriting, such Stockholder's sole remedy shall be to elect to withdraw all of its Registrable Securities by written notice to the Company, the managing underwriter and, if applicable, the Requesting Demand Stockholder. The Registrable Securities so withdrawn shall also be withdrawn from registration and the corresponding Demand Notice of such Requesting Demand Stockholder, if any, shall also be deemed to have been withdrawn.

(c) The Company will have the right to select the underwriters in connection with any registered offering in accordance with this Section 9.

(d) If the managing underwriter or underwriters determine in their reasonable business judgment that the total amount of Registrable Securities and other securities of the Company proposed to be included in an offering to which Section 9.1 or Section 9.2 applies is such as to materially adversely affect the success of such offering, then the Company shall only be obligated to include in such registered offering the amount of securities which the Company is so advised can be sold in such offering, as follows:

(i) if such registration includes a registration of shares of securities to be offered for sale by the Company (other than in connection with a registration in response to a Demand Notice), the Company shall include in such registration, to the extent of available capacity, first, all such securities that the Company proposes to be included in such registration, and second, the Registrable Securities requested to be included in such registration by the Stockholders, pro rata among them in the proportion that the number of Registrable Securities sought to be registered by each of them bears to the total number of Registrable Securities sought to be registered by all of them; and

(ii) if such registration is a registration of Registrable Securities in response to a Demand Notice, then the Company shall include in such registration, to the extent of available capacity, first, the Registrable Securities requested to be included in such registration by the Stockholders pro rata among them in the proportion that the number of Registrable Securities sought to be registered by each of them bears to the total number of Registrable Securities sought to be registered by all of them, and second, such securities that the Company proposes to be included in such registration.

(e) Each Stockholder of Registrable Securities agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 9.4(a)(viii), such Stockholder shall forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Stockholder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 9.4(a)(viii) and, if so directed by the Company, such Stockholder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Stockholder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice; provided, however, that any period of time during which a Stockholder must discontinue disposition of Registrable Securities shall not be included in the determination of a period of distribution for purposes of Section 9.4(b).

9.4 Obligations of the Company in Connection with a Registration.

(a) Whenever required under Section 9.1 or Section 9.2 to use commercially reasonable efforts to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably practicable (but subject to Section 9.1(d), Section 9.1(e) and any other applicable provisions in this Section 9):

(i) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use commercially reasonable efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby determined as provided in Section 9.4(b);

(ii) before filing a registration statement, prospectus or issuer free writing prospectus or any amendments or supplements thereto, furnish to counsel of the holders of such Registrable Securities copies of all such documents proposed to be filed, which documents will be subject to the reasonable review and comment of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and provide such counsel reasonable opportunity to participate in the preparation of such registration statement, each prospectus included therein and each issuer free writing prospectus related thereto (including any amendments and supplements thereto) and such other opportunities to conduct a reasonable investigation within the meaning of the Securities Act, including reasonable access to the Company's books and records, officers, accountants and other advisors;

(iii) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith (A) reasonably requested by any Stockholder of such Registrable Securities (to the extent such request relates to information relating to such Stockholder) and (B) as may be necessary to keep such registration statement effective for the period of distribution contemplated thereby determined as provided in Section 9.4(b) and comply in all material respects with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such registration statement, and furnish to the Stockholders of such Registrable Securities copies of any such amendments and supplements prior to their being used or filed with the SEC;

(iv) furnish to the selling Stockholders of Registrable Securities such numbers of copies of the registration statement, the prospectus included therein (including each preliminary prospectus), any other prospectus filed under Rule 424 under the Securities Act relating to such Registrable Securities and any issuer free writing prospectus (and any amendments or supplements thereto in conformity with the requirements of the Securities Act, and, in each case including all exhibits thereto and all documents incorporated by reference therein) and such other documents and information as they may reasonably request and make available for inspection by the parties referred to in Section 9.4(a)(xv) such financial and other information and books and records of the Company, and cause the officers, Directors, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as shall be reasonably necessary, in the judgment of the respective counsel referred to in Section 9.4(a)(xv), to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act;

(v) use commercially reasonable efforts to register or qualify the Registrable Securities covered by such registration statement under such securities or blue sky laws of such jurisdictions as any selling Stockholder or underwriter of Registrable Securities reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such Stockholder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Stockholder; provided, however, that the Company will not be required in connection therewith or as a condition thereto to (A) register or qualify to do business in or file a general consent to service of process in any jurisdiction wherein it would not, but for the requirements of this Section 9.4(a)(v), be obligated to do so, or (B) take any action that would subject it to more than de minimis taxation in a jurisdiction where it is not already subject to tax but for the requirements of this paragraph;

(vi) promptly notify in writing each selling Stockholder of Registrable Securities, their counsel, the sales or placement agent, if any, therefor and the managing underwriter or underwriters, if any, thereof (A) when such registration statement, the prospectus included therein, any prospectus amendment or supplement or post-effective amendment or any issuer free writing prospectus has been filed, and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (B) of any comments by the SEC or by any blue sky or securities commissioner or regulator of any state with respect thereto or any request by the SEC for amendments or supplements to such registration statement, prospectus or issuer free writing prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such registration statement or the initiation or threatening of any proceedings for that purpose, (D) if at any time the representations and warranties of the Company contained in any underwriting agreement or other customary agreement cease to be true and correct in all material respects or (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of such Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(vii) use commercially reasonable efforts to prevent the entry of and obtain the withdrawal of any order suspending the effectiveness of such registration statement or any post-effective amendment thereto at the earliest practicable date;

(viii) promptly notify in writing each selling Stockholder of Registrable Securities, at any time when a prospectus relating to such Registrable Securities is required to be delivered under the Securities Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act) and when any issuer free writing prospectus includes information that may conflict with the information contained in such registration statement (including any document incorporated by reference therein that has not been superseded or modified), of the happening of any event as a result of which the prospectus included or incorporated by reference in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make, in light of the circumstances under which they were made, the statements therein not misleading, and at the request of any such Stockholder promptly prepare and furnish to such Stockholder a reasonable number of copies of a supplement to or an amendment of such prospectus or an issuer free writing prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make, in light of the circumstances under which they were made, the statements therein not misleading;

(ix) furnish, at the request of any selling Stockholder of Registrable Securities, if the method of distribution is by means of an underwriting, on the date that the Registrable Securities are delivered to the underwriters for sale pursuant to such registration, or if such Registrable Securities are not being sold through underwriters, on the date that the registration statement with respect to such Registrable Securities becomes effective, (A) a signed opinion, dated such date, of the independent legal counsel representing the Company for the purpose of such registration, addressed to the underwriters, if any, and to the Stockholders making such request, as to such matters as such underwriters or the Stockholders including Registrable Securities in such registration, as the case may be, may reasonably request and as would be customary in such a transaction; and (B) letters, dated such date and the date the offering is priced, from the independent certified public accountants of the Company, addressed to the underwriters, if any, and to the Stockholders making such request and, if such accountants refuse to deliver such letters to such Stockholders, then to the Company (x) stating that they are independent certified public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements and other financial data of the Company included or incorporated by reference in the registration statement, the prospectus or any issuer free writing prospectus, or any amendment or supplement thereto, comply as to form in all material respects with the applicable accounting requirements of the Securities Act and (y) covering such other financial matters (including information as to the period ending not more than five Business Days prior to the date of such letters) with respect to the registration in respect of which such letter is being given as such underwriters or the Stockholders holding a majority of the Registrable Securities included in such registration, as the case may be, may reasonably request and as would be customary in such a transaction;

(x) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration;

(xi) enter into customary agreements (including if the method of distribution is by means of an underwriting, an underwriting agreement in customary form, including customary indemnification provisions substantially consistent with Section 9.6 and, to the extent required by the underwriters, customary lock-up provisions substantially consistent with Section 9.7) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities to be so included in the registration statement;

(xii) use commercially reasonable efforts to obtain the governmental and self regulatory organization authorizations which may be required to effect such registration or the offering or sale in connection therewith or to enable the selling Stockholders to offer, or to consummate the disposition of, their Registrable Securities;

(xiii) use commercially reasonable efforts to cause all Registrable Securities covered by the registration statement to be approved for listing on a U.S. national securities exchange or approved for trading on a national interdealer quotation system, and cooperate with the selling Stockholders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing such Registrable Securities to be sold, which certificates shall conform to the requirements of such national securities exchange or interdealer quotation system and shall not bear any restrictive legends, and, in the case of an underwritten offering, enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriter or underwriters may request at least two Business Days prior to any sale of such Registrable Securities;

(xiv) otherwise comply in all material respects with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, but not later than 18 months after the effective date of the registration statement, an earnings statement covering the period of at least 12 months beginning with the first full month after the effective date of such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(xv) make available for inspection by any selling Stockholder of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such Stockholder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, Directors, employees and independent accountants to supply all information reasonably requested by any such Stockholder, underwriter, attorney, accountant or agent in connection with such registration statement;

(xvi) permit any selling Stockholder of Registrable Securities that, in its sole and exclusive judgment, might be deemed to be an underwriter or a controlling Person of the Company to participate in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of the Stockholder and its counsel should be included;

(xvii) if requested by the managing underwriter or agent or any selling Stockholder of Registrable Securities covered by the registration statement, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or agent or such Stockholder reasonably requests to be included therein, including, with respect to the number of Registrable Securities being sold by such Stockholder to such underwriter or agent, the purchase price being paid therefor by such underwriter or agent and with respect to any other terms of the underwritten offering of the Registrable Securities to be sold in such offering, and make all required filings of such prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters incorporated in such prospectus supplement or post-effective amendment;

(xviii) cause the Company's executive officers to use, in accordance with customary practice, their commercially reasonable best efforts to support the marketing of the Registrable Securities, which may include participating in a so-called "road show" if requested and deemed advisable by the managing underwriter or underwriters; and

(xix) use commercially reasonable efforts to take all other steps customary or necessary to effect the registration and sale of the Registrable Securities as contemplated hereby.

(b) For purposes of Section 9.4(a), and with respect to registration required pursuant to Section 9.1, (i) the period of distribution of Registrable Securities in a firm commitment underwritten public offering will be deemed to extend until each underwriter has completed the distribution of all securities purchased by it (or such shorter period as may be required in the underwriting agreement) and (ii) the period of distribution of Registrable Securities in any other registration will be deemed to extend until the earlier of the sale of all Registrable Securities covered thereby and 60 days after the effective date thereof.

(c) All fees, costs and expenses incurred in connection with each registration or attempted registration pursuant to Section 9.1 or 9.2, including all registration, filing and qualification fees, word processing, duplicating, printers' and accounting costs and fees (including the expenses of any special audits or "cold comfort" letters required by or incident to the Company's performance of its obligations under Section 9.4), fees of the National Association of Securities Dealers, Inc., listing fees, fees and expenses of complying with state securities or blue sky laws, fees and disbursements of counsel for the Company, fees and disbursements of underwriters customarily paid by the issuers or sellers of securities and fees and expenses of the counsel to the Stockholders participating therein), but excluding any underwriting discounts or commissions ("Registration Expenses"), shall be paid by the Company. However, the Company will not be required to pay the fees and expenses of more than one counsel for Investors and one other counsel for all other Stockholders of Registrable Securities participating therein.

#### 9.5 Rule 144.

(a) With a view to making available the benefits of certain rules and regulations of the SEC that may permit the sale of the Registrable Securities to the public



without registration, the Company agrees that, after such time as the Company shall have consummated its Initial Public Offering, it will:

(i) make and keep current public information available, as those terms are understood and defined in Rule 144;

(ii) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required to be filed by the Company under the Securities Act and the Exchange Act; and

(iii) furnish to each Stockholder forthwith upon written request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents so filed by the Company as such Stockholder may reasonably request in availing itself of Rule 144.

(b) After such time as the Company shall have consummated its Initial Public Offering, any Transfer pursuant to and in accordance with the provisions of Rule 144 shall not be subject to the provisions or procedures set forth in Section 3(c) or Section 4 above (but, for the avoidance of doubt, shall be subject to the remaining provisions of Section 3 above). Notwithstanding the foregoing, to the extent that Investors effects a Transfer of a portion of its Stock pursuant to and in accordance with the provisions of Rule 144, each of the Other Stockholders shall be able to Transfer a pro rata portion of its Stock pursuant to and in accordance with the provisions of Rule 144 without the consent of Investors under Section 3(a).

9.6 Indemnification. In the event the Company files any registration statement under the Securities Act or the Exchange Act, this Section 9.6 shall apply.

(a) The Company shall indemnify and hold harmless Investors, each Stockholder requesting or joining in the registration under such registration statement and each such Stockholder's directors, officers and each Person, if any, who controls such Stockholder, as the case may be, within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) to which they may become subject under the Securities Act or otherwise, including any amount paid in settlement of any litigation commenced or threatened, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof, whether or not such indemnified person is a party thereto) arise out of or are based on any untrue or alleged untrue statement of a material fact contained in such registration statement, preliminary prospectus, final prospectus, issuer free writing prospectus or amendments or supplements thereto or arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make, in light of the circumstances under which they were made, the statements therein not misleading; provided, however, that the Company shall not be liable to any Stockholder or such Stockholder's directors or officers or controlling Persons, in any such case, for any such

loss, claim, damage or liability (or action or proceeding in respect thereof, whether or not such indemnified person is a party thereto) to the extent that it arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in connection with such registration statement, preliminary prospectus, final prospectus, issuer free writing prospectus or amendments or supplements thereto, in conformity with written information relating to such Stockholder furnished to the Company by such Stockholder expressly for inclusion therein in connection with such registration; provided further, however, that as to any preliminary prospectus or any final prospectus, this indemnity agreement shall not inure to the benefit of any Stockholder or any such Stockholder's directors or officers or controlling Persons, on account of any loss, claim, damage or liability arising from the sale of Registrable Securities to any Person by such Stockholder, if such Stockholder or its representatives failed to send or give a copy of the final prospectus, prospectus supplement or issuer free writing prospectus, as the case may be (excluding documents incorporated by reference therein), as the same may be amended or supplemented, to that Person within the time required by the Securities Act, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact in such preliminary prospectus or final prospectus was corrected in the final prospectus, such prospectus supplement or such issuer free writing prospectus, as the case may be (excluding documents incorporated by reference therein), unless such failure resulted from the non-compliance by the Company with Section 9.4(a)(viii). Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any such Stockholder or any such Stockholder's directors or officers or controlling Persons and shall survive the transfer of such securities by such Stockholder.

(b) Each Stockholder requesting or joining in a registration, severally and not jointly, shall indemnify and hold harmless the Company, each of its Directors and officers and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to the Stockholders but only with reference to written information relating to such Stockholder furnished to the Company by such Stockholder expressly for inclusion in connection with such registration; provided, however, that the liability of each Stockholder hereunder shall not exceed the net proceeds received by such Stockholder from the sale of Registrable Securities covered by such registration.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to either Section 9.6(a) or (b), such Person (the "Registration Indemnified Party") shall promptly notify the Person against whom such indemnity may be sought (the "Registration Indemnifying Party") in writing and the Registration Indemnifying Party, upon request of the Registration Indemnified Party, shall retain counsel reasonably satisfactory to the Registration Indemnified Party to represent the Registration Indemnified Party and any others the Registration Indemnifying Party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding, and the Registration Indemnifying Party shall, at its election and at the expense of the Registration Indemnifying Party, assume the defense thereof. In any such proceeding, any Registration Indemnified Party shall have the right to retain its own counsel, but the fees and expenses

of such counsel shall be at the expense of such Registration Indemnified Party unless (i) the Registration Indemnifying Party and the Registration Indemnified Party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Registration Indemnifying Party and the Registration Indemnified Party and representation of both parties by the same counsel would be, in the reasonable opinion of counsel to the Registration Indemnified Party, inappropriate due to actual or potential differing interests between them, in which event the fees and expenses of such counsel shall be borne by the Registration Indemnifying Party. It is understood that the Registration Indemnifying Party shall not, in respect of the legal expenses of any Registration Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the affected Stockholder(s), in the case of parties indemnified pursuant to Section 9.6(a), and by the Company, in the case of parties indemnified pursuant to Section 9.6(b). The Registration Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent (which shall not be unreasonably withheld or delayed), but if settled with such consent or if there shall be a final judgment for the plaintiff, the Registration Indemnifying Party agrees to indemnify the Registration Indemnified Party from and against any loss or liability by reason of such settlement or judgment. No Registration Indemnifying Party shall, without the prior written consent of the Registration Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Registration Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Registration Indemnified Party, unless such settlement includes an unconditional release of such Registration Indemnified Party from all liability on claims that are the subject matter of such proceeding.

(d) If the indemnification provided for in this Section 9.6 is held by a court of competent jurisdiction to be unavailable to any Person entitled to indemnification hereunder with respect to any losses, claims, damages, liabilities and expenses referred to herein, then the Registration Indemnifying Party, in lieu of indemnifying such Registration Indemnified Party hereunder, shall contribute to the amount paid or payable by such Registration Indemnified Party as a result of such loss, claim, damage, liability or expense (i) in such proportion as is appropriate to reflect the relative benefits received by the Registration Indemnifying Party and the Registration Indemnified Party from the distribution of the Registrable Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Registration Indemnifying Party and of the Registration Indemnified Party in connection with the statements or omissions which resulted in such loss, claim, damage, liability or expense, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the selling Stockholder of Registrable Securities or underwriter, as the case may be, on the other hand, in connection with the distribution of the Registrable Securities shall be deemed to be in the same proportion as the total net proceeds received by the Company from the offering bear to the total net proceeds received by such Stockholder from the offering or the underwriting discounts and commissions received by the underwriter in such offering, as the case may be. The

relative fault of the Registration Indemnifying Party and of the Registration Indemnified Party shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Registration Indemnifying Party, the Registration Indemnified Party or the underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that the foregoing contribution agreement shall not inure to the benefit of any Registration Indemnified Party if indemnification would be unavailable to such Registration Indemnified Party by reason of the provisions of Sections 9.6(a) or (b), and in no event shall the obligation of any Registration Indemnifying Party to contribute under this clause (d) exceed the amount that such Registration Indemnifying Party would have been obligated to pay by way of indemnification if the indemnification provided for under Sections 9.6(a) or (b) had been available under the circumstances.

9.7 Lock-up.

(a) Each Stockholder that holds Registrable Securities that could be included in a registration statement pursuant to Section 9.2 shall, in connection with any registration by the Company of any Stock (including Registrable Securities), at the request of the Company, promptly cease to effect any sale, disposition or distribution of any Stock (other than any included in the registration) without the prior written consent of the Company for a period beginning from the time the Company gives notice to each Stockholder of its intention to file a registration statement and ending upon the earlier of the expiration of the "lock-up" period imposed on the Company under the underwriting agreement (if any) relating to an underwritten offering covered by such registration statement, the date such registration statement is withdrawn or abandoned, or 60 days after the effective date of such registration statement in the case of a registration that is not an underwritten offering, except to the extent the Company and the underwriter or underwriters each conclude that Stockholders holding less than a minimum ownership percentage of outstanding Stock need not be subject to the "lock-up" period.

(b) The Company agrees (i) not to effect any public offer, sale or distribution of Stock for a period beginning from the time the Company gives notice to each Stockholder pursuant to this Section 9 of its intention to file a registration statement to which Section 9.1 or 9.2 applies and 90 days after the effective date of such registration statement (180 days after such effective date in the case of the Initial Public Offering), and (ii) to use commercially reasonable efforts to cause each Stockholder to agree not to effect any sale, disposition or distribution of any Stock during such period (other than any included in the registration) without the prior written consent of the Company for a period beginning from the time the Company gives notice to each Stockholder of its intention to file a registration statement and ending upon the earlier of the expiration of the "lock-up" period imposed on the Company under the underwriting agreement (if any) relating to an underwritten offering covered by such registration statement, the date such registration statement is withdrawn or abandoned, or 60 days after the effective date of such registration statement in the case of an registration that is not an underwritten offering.

Section 10. Indemnification.

(a) To the fullest extent permitted by law, none of the Stockholders, their respective Affiliates, nor any of their respective partners, members, shareholders, directors, officers, employees, agents, consultants, legal or other advisors, nor the Directors (each, an "Indemnified Party"), shall be liable to the Company or to any Stockholder for (i) any act or omission by such Indemnified Party in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated herein, unless such act or omission resulted from gross negligence or willful misconduct by such Indemnified Party or (ii) any act or omission of any broker or other agent or representative of the Company.

(b) No Stockholder shall have any personal liability whatsoever in its capacity as a Stockholder, whether to the Company, to any of the other Stockholders or to the creditors of the Company, including, without limitation, for the debts, liabilities, contracts or other obligations of the Company or for any losses of the Company.

(c) To the fullest extent permitted by law, the Company shall indemnify and save harmless each Indemnified Party from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnified Party and arise out of or in connection with the affairs of the Company, including acting as a Director or the equivalent of the Company, or the performance by such Indemnified Party of any of the Board's responsibilities hereunder or otherwise in connection with the matters contemplated herein; provided, however, that each Indemnified Party shall be entitled to indemnification hereunder only to the extent that such Indemnified Party's conduct did not constitute gross negligence or willful misconduct.

The satisfaction of any indemnification and any saving harmless pursuant to this Section 10 shall be from and limited to the Company's assets, and no Stockholder shall have any personal liability on account thereof.

(d) Expenses reasonably incurred by an Indemnified Party in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder.

(e) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Party's successors, assigns and legal representatives.

(f) Any Indemnified Party shall be deemed to be a creditor of the Company with respect to any amounts payable to such Indemnified Party pursuant to this Section 10.

Section 11. Legend. Each Stockholder and the Company shall take all action necessary to cause each certificate representing outstanding shares of Stock owned by a Stockholder to bear legends containing substantially the following words:

THE SECURITIES REPRESENTED BY THIS  
CERTIFICATE HAVE NOT BEEN REGISTERED  
UNDER THE SECURITIES ACT OF 1933, AS  
AMENDED (THE “SECURITIES ACT”), OR THE  
SECURITIES LAWS OF ANY STATE OF THE UNITED  
STATES. THE SECURITIES MAY NOT BE  
TRANSFERRED EXCEPT PURSUANT TO AN  
EFFECTIVE REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT AND APPLICABLE STATE  
SECURITIES LAWS OR PURSUANT TO AN  
APPLICABLE EXEMPTION FROM THE  
REGISTRATION REQUIREMENTS OF THE  
SECURITIES ACT AND SUCH LAWS.

THE SALE, TRANSFER, ASSIGNMENT,  
DISTRIBUTION, PLEDGE, ENCUMBRANCE OR  
OTHER DISPOSITION (EACH A “TRANSFER”) AND  
VOTING OF ANY OF THE SECURITIES  
REPRESENTED BY THIS CERTIFICATE ARE  
RESTRICTED BY THE TERMS OF A STOCKHOLDERS’  
AGREEMENT DATED AS OF [ ] (THE  
“STOCKHOLDERS’ AGREEMENT”) AMONG THE  
COMPANY AND THE STOCKHOLDERS NAMED  
THEREIN, A COPY OF WHICH IS ON FILE WITH THE  
SECRETARY OF THE COMPANY. THE COMPANY  
WILL NOT REGISTER THE TRANSFER OF SUCH  
SECURITIES ON THE BOOKS OF THE COMPANY  
UNLESS AND UNTIL THE TRANSFER HAS BEEN  
MADE IN COMPLIANCE WITH THE TERMS OF THE  
STOCKHOLDERS’ AGREEMENT.

The requirement that the above securities legend be placed upon certificates evidencing shares of Stock shall terminate upon the earliest of the following events:

(i) when such shares of Stock are Transferred pursuant to an effective registration statement under the Securities Act or (ii) when such shares of Stock are Transferred in any other transaction if the seller delivers to the Company an opinion of its counsel, which counsel and opinion shall be reasonably satisfactory to the Company, or a “no-action” letter from the staff of the SEC, in either case to the effect that such legend is no longer necessary in order to protect the Company against a violation by it of the Securities Act upon any sale or other disposition of such shares of Stock without registration thereunder. The requirement that the above stockholder’s agreement legend be placed upon certificates evidencing

shares of Stock shall terminate upon a Transfer of Stock to a Transferee that is not required to become party to this Agreement. Upon the consummation of any event requiring the removal of a legend hereunder, the Company, upon the surrender of certificates containing such legend, shall, at its own expense, deliver to the Stockholder of any such shares of Stock as to which the requirement for such legend shall have terminated, one or more new certificates evidencing such shares of Stock not bearing such legend.

Section 12. Representations and Warranties. Each of the Stockholders, severally and not jointly, hereby represents and warrants to the other Stockholders and to the Company as follows:

(a) Authorization. The Stockholder has the power and authority to enter into this Agreement and all other documents and instruments executed or to be executed by the Stockholder pursuant to this Agreement. The execution and delivery of this Agreement and all other documents and instruments executed or to be executed by the Stockholder pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of the Stockholder. This Agreement and all other documents and instruments executed or to be executed by the Stockholder pursuant to this Agreement have been, or will have been, at the time of their respective execution and delivery, duly executed and delivered by a Person duly authorized to execute and deliver this Agreement and such other documents and instruments on behalf of the Stockholder.

(b) Compliance with Other Instruments and Laws. The execution and delivery of this Agreement and all other documents and instruments executed or to be executed by the Stockholder pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby, will not conflict with or result in any violation of or default under any provision of (i) the organizational documents of the Stockholder or (ii) any mortgage, indenture, trust, lease, partnership or other agreement or other instrument, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Stockholder or any of its properties or assets except in the case of clause (ii) for any such conflicts, violations or defaults which would not have a material adverse effect on the validity or enforceability of this Agreement.

(c) Authorizations and Consents. No consent, approval or authorization is required to be obtained or made by the Stockholder in connection with its execution, delivery or performance of this Agreement or the validity and enforceability of this Agreement, other than under circumstances where the failure to obtain such consent, approval or authorization would not have a material adverse effect on the validity or enforceability of this Agreement.

(d) Litigation. No action, suit, proceeding or governmental investigation is pending against the Stockholder at law or in equity or before any governmental authority that seeks to question, delay or prevent the consummation of the transactions contemplated hereby.

(e) Information and Experience. The Stockholder has made detailed inquiry concerning the Company and has received any and all written information which it has requested and all questions and inquiries have been answered to its satisfaction. The Stockholder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Stock, is able to bear the risks of an investment in the Stock and understands the risks of, and other considerations relating to, a purchase of the Stock. Other than as set forth in the Agreement, the Stockholder is not relying upon any other information, representation or warranty by Ripplewood, the Company or any agent of either of them in determining to invest in the Company. The Stockholder has consulted with its own advisers as to the financial, tax, legal and related matters concerning an investment in the Stock and, on that basis, believes that an investment in the Stock is suitable and appropriate for the Stockholder. The Stockholder has no need for immediate liquidity in the Stockholder's investment in the Stock.

(f) Interests Acquired for Investment Purposes. The Stock to be acquired hereunder is being acquired by the Stockholder for its own account for investment purposes only and not with a view to resale or distribution. The Stockholder understands that the Stock has not been registered under the Securities Act, the securities laws of any U.S. state or the securities laws of any other jurisdiction, nor is such registration contemplated. The Stockholder understands and agrees further that shares of the Stock must be held indefinitely unless they are subsequently registered under the Securities Act and such laws or an exemption from registration under the Securities Act and such laws covering the sale of the Stock is available and that even if such an exemption is available, the assignability and transferability of the Stock will be governed by this Agreement, which imposes substantial restrictions on transfer. The Stockholder understands that legends as set forth in Section 11 will be placed on all documents evidencing the Stock.

(g) Accredited Investor. The Stockholder is an "accredited investor" as defined in Rule 501(a) promulgated under Regulation D of the Securities Act.

(h) Financial Capability. The Stockholder and its Affiliates, after making any requisite capital calls, will have the financial capacity to complete the transactions contemplated by this Agreement.

(i) Brokers. The Stockholder has not retained any finder, broker, agent, financial advisor, "purchaser representative" (as defined in Rule 501(h) promulgated under Regulation D of the Securities Act) or other intermediary in connection with the transactions contemplated by this Agreement. No agent, broker or other Person acting on behalf of the Stockholder is, or will be, entitled to any commission or broker's or finder's fees from the Stockholder, or from any Affiliate of the Stockholder, in connection with any of the transactions contemplated herein.

(j) The Stockholder hereby agrees to indemnify and hold harmless the Company from any liability for any compensation or other fees or expenses of any such intermediary, agent, broker or other Person described in Section 12(i) retained by such Stockholder and the fees and expenses of defending against such liability or alleged liability.



Section 13. Management Rights.

(a) With respect to each VCOC Stockholder, the Company hereby agrees that for so long as such VCOC Stockholder continues to hold any Stock, the Company shall, with respect to such VCOC Stockholder:

(b) provide the VCOC Stockholder or a designated representative thereof with (A) upon reasonable notice, at reasonable times, from time to time, the right to inspect and copy the books and records of the Company and its subsidiaries, (B) upon reasonable notice, at reasonable times, from time to time, the right to visit and inspect the properties of the Company and its subsidiaries, (C) copies of all audited financial statements of the Company and its subsidiaries and (D) copies of all materials provided to the Board;

(c) make appropriate officers and/or Directors of the Company available periodically for consultation with the VCOC Stockholder or a designated representative thereof with respect to matters relating to the business and affairs of the Company and its subsidiaries, including significant changes in management personnel and compensation of employees, introduction of new products or new lines of business, important acquisitions or dispositions of plants and equipment, significant research and development programs, the purchasing or selling of important trademarks, licenses or concessions or the proposed commencement or compromise of significant litigation;

(d) inform the VCOC Stockholder or a designated representative thereof in advance with respect to any significant corporate actions, including extraordinary dividends, mergers, acquisitions or dispositions of assets, issuances of significant amounts of debt or equity and material amendments to the certificate of incorporation or bylaws of the Company and upon reasonable notice, at reasonable times, from time to time, provide the VCOC Stockholder or a designated representative thereof with the right to consult with the Company with respect to such actions; and

(e) provide the VCOC Stockholder or a designated representative thereof with such other rights of consultation as may be reasonably necessary to qualify its investment in the Company as a "venture capital investment" for purposes of the United States Department of Labor Regulation published at 29 C.F.R. Section 2510.3-101(d)(3)(i).

The Company agrees to consider, in good faith, the recommendations of each VCOC Stockholder or its designated representative in connection with the matters on which it is consulted as described above, it being understood that the ultimate discretion with respect to such matters shall be retained by the Company.

Section 14. Reports to Stockholders.

(a) Books, Records and Accounts. Appropriate books, records and accounts shall be kept by the Company at the principal place of business of the Company or such other place as the Board shall determine in its discretion. Except as otherwise expressly provided herein, such books and records shall be maintained on a basis that allows the proper preparation of the financial statements and tax returns of the Company.

Upon furnishing reasonable advance notice to the Company, each Stockholder or its duly authorized representative shall have access to all books, records and accounts of the Company and its subsidiaries and the right to make copies thereof for any purpose reasonably related to the Stockholder's interest as a Stockholder of the Company at any reasonable time during normal business hours of the Company, in each case, under such conditions and restrictions as the Board may reasonably prescribe.

(b) Reports to Stockholders. (i) As soon as practicable after the audited consolidated financial statements of the Company and its subsidiaries are available for each fiscal year of the Company, the Company shall send to each Stockholder:

(A) copies of such information as may be required for applicable income tax reporting purposes arising by reason of the Stockholder's investment in the Company;

(B) the following annual audited consolidated financial statements of the Company and its subsidiaries prepared on the basis of generally accepted accounting principles in the United States:

(1) a balance sheet as of the end of such period,

(2) a statement of income or loss for such period, and

(3) a statement of cash flows for such period; and

(C) in the case of the financial statements for the Company with respect to any fiscal year, an opinion of the independent auditors of the Company based upon their audit of the financial statements referred to in clause (B) above.

(ii) As soon as practicable after the unaudited consolidated financial statements of the Company and its subsidiaries are available for each fiscal quarter of the Company, the Company shall send to each Stockholder the following unaudited quarterly consolidated financial statements of the Company and its subsidiaries prepared on the basis of generally accepted accounting principles in the United States:

(A) a balance sheet as of the end of such period,

(B) a statement of income or loss for such period, and

(C) a statement of cash flows for such period.

(iii) As soon as practicable after the end of each calendar month, the Company shall send to each Stockholder any management reports, key performance indicators and financial reports for banks lending funds to the Company or any of its subsidiaries prepared by the Company or any such subsidiary for such period; provided that neither the Company nor any subsidiary thereof shall be deemed to be required to prepare any of the foregoing solely as a result of this Section 14(b)(iii).

(iv) The financial statements referenced in this Section 14(b) shall be expressed in U.S. dollars.

(v) In addition, so long as the Term Loan Facility remains in effect, the Company shall also provide to each Stockholder all reports that the Company provides to the lenders under the Term Loan Facility pursuant to the definitive documentation for the Term Loan Facility at the same time that the Company provides such reports to the lenders under the Term Loan Facility.

(c) This Section 14 shall terminate upon an Initial Public Offering and, with respect to any Stockholder, when such Stockholder and its Affiliates cease to own at least 2% of the issued and outstanding Stock.

Section 15. Expenses and Fees.

(a) Other Expenses. The Company shall pay any and all fees and expenses incurred by Investors and the Company in connection with the transactions contemplated hereby and the Investment Agreement (including expenses incurred in connection with the Reorganization).

(b) Management Services Agreement. The Stockholders acknowledge that the Company shall annually pay to Investors or its designees (i) the management fee and (ii) the out-of-pocket costs and expenses incurred by Investors or its Affiliates in connection with the services provide by Investors or its Affiliates under the Management Services Agreement, in each case as required pursuant to the Management Services Agreement.

Section 16. Miscellaneous.

(a) Consent to Jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of (i) the Court of Chancery of the State of Delaware and (ii) the United States District Court for the District of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement. Each party agrees to commence any such suit, action or proceeding either in the Court of Chancery of the State of Delaware or the United States District Court for the District of Delaware. Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any suit, action or proceeding with respect to this Agreement, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this Section 16(a), that its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable law, that the suit, action or proceeding in any such court is brought in an inconvenient forum, or that this Agreement, or the subject matter hereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having

jurisdiction. Each party irrevocably consents to the service of process out of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered airmail, postage prepaid, to such party at its address set forth in this Agreement, such service of process to be effective upon acknowledgement of receipt of such registered mail. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the other party in any other jurisdiction in which the other party may be subject to suit.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to conflict of laws principles of such State.

(c) Successor and Assigns. This Agreement and the rights and duties of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and permitted assigns; provided, however, that no Person (other than an Affiliate Transferee) claiming by, through or under a Stockholder (whether such Stockholder's executor, administrator, heir, successor or permitted Assignee), as distinct from such Stockholder itself, shall have any rights as, or in respect of, a Stockholder (including the right to approve or vote on any matter or to notice thereof). In the event of any merger, consolidation or other business combination of the Company with any of its Affiliates, each of the parties hereto or their permitted Assignees (or, if different, the surviving entity of the merger, consolidation or other business combination) shall execute a stockholders' agreement with terms that are substantially equivalent to this Agreement (including the registration rights provided for in Section 9 hereof). Notwithstanding anything in this Agreement to the contrary, neither this Agreement, nor any right, remedy, obligation or liability arising hereunder shall be assignable by any party other than in connection with a Transfer of Stock permitted by the terms of this Agreement.

(d) Further Assurances. Each Stockholder shall take all necessary or desirable actions within its control (including, without limitation, attending all meetings in person or by proxy for purposes of obtaining a quorum and executing all written consents in lieu of meetings, as applicable), and the Company shall take all necessary and desirable actions within its control (including, without limitation, calling special Board and Stockholder meetings), to effectuate the provisions of this Agreement, including, but not limited to, the election of the Directors pursuant to Section 7(a).

(e) Confidentiality. Each Stockholder will maintain the confidentiality of any and all materials of any kind, including but not limited to management presentations, the subject matter of meetings and any other information relating to the business, financial structure, financial position or financial results, clients or affairs of the Company, or any entity owned directly or indirectly by the Company, that shall not be generally known to the public received by such Stockholder, except (A) as otherwise required by governmental regulatory agencies, self-regulating bodies, stock exchanges or equivalent bodies, law or legal process or (B) for disclosures to directors, officers, employees, partners, members, shareholders, representatives and advisors of such Stockholder and its

Affiliates who need to know the information and who are informed of the confidential nature of the information and agree to keep such information confidential. Each Stockholder further agrees to destroy or return to the Company any such confidential information in the event it ceases to be a Stockholder.

(f) Amendments. Except as required by law, this Agreement may not be amended or supplemented without the written consent of Investors, the Company and a majority in interest of the Other Stockholders; provided that no such amendment shall materially adversely affect the interests of a Stockholder without the written consent of such Stockholder so affected. The Board shall provide a copy of all amendments approved pursuant to this Section 16(f) to the Stockholders.

(g) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given upon receipt by the parties (i) in the case of any Stockholder, at the address or fax number of such Stockholder as set forth in the Company's books and records (or at such other address as shall be specified by such Stockholder by like notice) or (ii) in the case of the Company, at the following address (or at such other address as shall be specified by the Company by like notice):

Interstate Bakeries Corporation  
12 East Armour Boulevard  
Kansas City, Missouri 64111  
Attn: General Counsel  
Fax: (816) 502-4138

with a copy to:

Ripplewood Holdings L.L.C.  
One Rockefeller Plaza, 32<sup>nd</sup> Floor  
New York, New York 10020  
Attn: Christopher Minnetian, General Counsel  
Fax: (212) 218-2769

and to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, New York 10019  
Attn: Peter S. Wilson, Esq.  
Fax: (212) 474-3700

Each such notice shall be effective if given by fax, upon dispatch (with confirmation of receipt), or if otherwise, upon delivery to the address of such Stockholder.

(h) Counterparts. This Agreement may be executed in one or more original or facsimile or electronically transmitted counterparts, all of which shall be considered one

and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

(i) Entire Agreement; No Third-Party Beneficiaries. This Agreement, taken together with the other documents and agreements referred to herein or entered into concurrently herewith, (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter contained herein and (b) except for Sections 9.6 and 10, are not intended to confer upon any Person other than the parties hereto any rights or remedies.

(j) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(k) Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text hereof.

(l) Waiver of Jury Trial. The Stockholders hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement in any jurisdiction in which a jury trial in such an action or proceeding would be permitted.

Section 17. Effectiveness of Agreement; Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be effective immediately following the Closing and shall terminate and be of no further effect at any time when Investors and its Affiliates collectively hold less than 10 percent of all Common Stock then outstanding; provided, however, that Section 10 of this Agreement shall survive indefinitely following the termination of this Agreement with respect to events that occurred prior to the termination of this Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
on the day and year first above written.

INTERSTATE BAKERIES CORPORATION,

by

\_\_\_\_\_  
Name:

Title:

IBC INVESTORS I, LLC,

by RIPPLEWOOD PARTNERS II, L.P.,  
as its Sole Member,

by RIPPLEWOOD PARTNERS II, GP, L.P.,  
as its General Partner,

by RP II GP, LLC,  
as its General Partner,

by

\_\_\_\_\_  
Name:

Title:

IBC INVESTORS II, LLC,

by RIPPLEWOOD PARTNERS II, L.P.,  
as its Sole Member,

by RIPPLEWOOD PARTNERS II, GP, L.P.,  
as its General Partner,

by RP II GP, LLC,  
as its General Partner,

by

\_\_\_\_\_  
Name:

Title:

[OTHER ORIGINAL STOCKHOLDERS],

by

---

Name:

Title:



SCHEDULE I

[TO BE COMPLETED]

ANNEX A  
FORM OF ASSUMPTION AGREEMENT

[Date]

Interstate Bakeries Corporation  
12 East Armour Boulevard  
Kansas City, Missouri 64111  
Attention: General Counsel

Ladies & Gentleman:

We refer to the Stockholders' Agreement dated as of [●] (the "Stockholders' Agreement") by and among Interstate Bakeries Corporation, a corporation organized under the laws of the State of Delaware (the "Company"), IBC Investors I, LLC, a limited liability company organized under the State of Delaware, IBC Investors II, LLC, a limited liability company organized under the laws of the State of Delaware, [NAME OF OTHER ORIGINAL STOCKHOLDERS] and the other Stockholders (as such term is defined in the Stockholders' Agreement) of the Company party thereto from time to time, relating to the Stock (as such term is defined in the Stockholders' Agreement) of the Company.

Pursuant to Section 3(b) of the Stockholders' Agreement, effective as of the date hereof, the undersigned hereby (i) agrees to be bound by, and admitted as a party to, the Stockholders' Agreement in its capacity as a Stockholder (as such term is defined in the Stockholders' Agreement) as if it were an original party thereto in accordance with and subject to the terms thereof and (ii) makes the representations and warranties of Stockholders set forth in the Stockholders' Agreement.\*

Sincerely,

[Name]  
[Title]

Accepted and Agreed:

Interstate Bakeries Corporation

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\* In the case of an indirect Transfer, this Assumption Agreement may be modified in a manner satisfactory to Investors.

Annex B

**MANAGEMENT SERVICES AGREEMENT**

[intentionally omitted]

PLAN EXHIBIT K

FORM OF CREDITORS' TRUST AGREEMENT

[TO BE FILED NOT LATER THAN THE EXHIBIT FILING DATE]

PLAN EXHIBIT L

FORM OF CERTIFICATE OF INCORPORATION

RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
INTERSTATE BAKERIES CORPORATION

INTERSTATE BAKERIES CORPORATION (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), DOES HEREBY CERTIFY:

1. The name of the Corporation is Interstate Bakeries Corporation and the name under which the Corporation was originally incorporated is IBC Holdings Corp. The date the original Certificate of Incorporation was filed was September 9, 1987.

2. This Restated Certificate of Incorporation, which amends and restates in its entirety the Certificate of Incorporation of the Corporation as heretofore amended and restated, is authorized by and is being filed in connection with the Joint Plan of Reorganization of Interstate Bakeries Corporation and its Affiliated Debtors and Debtors-in-Possession dated [•], 2008 (as such plan may be amended from time to time, the "Plan of Reorganization"), and was duly adopted pursuant to Sections 242, 245 and 303 of the DGCL. The Plan of Reorganization was confirmed by order entered on [•], by the United States Bankruptcy Court for the Western District of Missouri.

On the date the Plan of Reorganization becomes effective, all stock of and other equity interests in, and all options, warrants, conversion rights, rights of first refusal and other rights (contractual or otherwise) to acquire or receive any stock of or other equity interest in, the Corporation that are in existence prior to the effectiveness of the Plan of Reorganization (including those under the Corporation's Rights Agreement with UMB Bank, N.A., as rights agent, dated as of May 8, 2000) are extinguished and cancelled in accordance with the Plan of Reorganization.

3. The text of the Certificate of Incorporation of the Corporation, as heretofore amended and restated, is hereby amended and restated in its entirety to read as follows:

ARTICLE FIRST

The name of the corporation (hereinafter called the "Corporation") is Interstate Bakeries Corporation.

ARTICLE SECOND

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

### ARTICLE THIRD

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

### ARTICLE FOURTH

The total number of shares of all classes of stock that the Corporation shall have authority to issue is 61,000,000 shares, consisting of 60,000,000 shares of Common Stock, par value \$0.01 per share (the "Common Stock"), and 1,000,000 shares of Preferred Stock, par value \$0.01 per share (the "Preferred Stock").

#### I. Preferred Stock.

1. The Preferred Stock may be issued in one or more series and shall have such voting powers, full or limited, or no voting powers, and such designations, powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in this Certificate of Incorporation or in any amendment hereto, or in a resolution or resolutions providing for the issuance of such stock adopted by the Board of Directors.

#### II. Common Stock.

Except as otherwise provided herein or as otherwise required by applicable law, all shares of Common Stock will be identical in all respects and will entitle the holders thereof to the same rights and privileges.

A. Voting Rights. Except as expressly provided herein or as required under the DGCL, each holder of record of shares of Common Stock shall have one vote in respect of each share of Common Stock so held by him or her on all matters to be voted upon by the Corporation's stockholders.

B. Dividends. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, when and as dividends are declared or paid on shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of record of shares of Common Stock will be entitled to a ratable portion of such dividends, based upon the number of shares of Common Stock then held of record by each such holder.

C. Liquidation. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of record of shares of Common Stock will be entitled to share ratably, in proportion to the number of shares of Common Stock held of record by each holder, in all distributions to the holders of the Common Stock in the event of any liquidation, dissolution or winding up of the Corporation.

ARTICLE FIFTH:

In furtherance and not in limitation of the powers conferred upon it by law, the Board of Directors of the Corporation is expressly authorized and empowered to make, alter, amend or repeal the By-laws of the Corporation.

ARTICLE SIXTH:

Unless and except to the extent that the By-laws of the Corporation so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE SEVENTH:

Each person who is or was or had agreed to become a director or officer of the Corporation, and each such person who is or was serving or who had agreed to serve at the request of the Corporation as a director, officer, partner, member, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the fullest extent permitted by Section 145 of the DGCL as presently in effect or as it may hereafter be amended, which indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under the By-laws of the Corporation or any agreement, vote of stockholders or disinterested directors or otherwise. Any repeal or modification of this ARTICLE SEVENTH shall not adversely affect any right to indemnification of any persons existing at the time of such repeal or modification with respect to any matter occurring prior to such repeal or modification.

ARTICLE EIGHTH:

To the fullest extent permitted by the DGCL as presently in effect or as it may hereafter be amended, no director of the Corporation shall be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) pursuant to Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this ARTICLE EIGHTH shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE NINTH:

To the extent required by Section 1123(a)(6) of the Bankruptcy Code, the Corporation shall not issue any non-voting equity securities.



IN WITNESS WHEREOF, I, [NAME], [TITLE] of the Corporation, have executed this  
Restated Certificate of Incorporation this [•] day of [•], [•].

---

Name:

Title:

PLAN EXHIBIT M

FORM OF BYLAWS

[TO BE FILED NOT LATER THAN THE EXHIBIT FILING DATE]

PLAN EXHIBIT N

SUMMARY DESCRIPTION OF TERMS OF EMPLOYMENT  
OF CERTAIN KEY EXECUTIVES

[TO BE FILED NOT LATER THAN THE EXHIBIT FILING DATE]

PLAN EXHIBIT O

SCHEDULE OF ASSUMED UNEXPIRED LEASES  
AND NON-UNION EXECUTORY CONTRACTS

Attached hereto are the unexpired leases and non-union executory contracts to be assumed pursuant to Section 7.1 of the Amended Joint Plan of Reorganization (the "Plan") of Interstate Bakeries Corporation and its Affiliated Debtors and Debtors-in-Possession ("Exhibit O") Dated October 31, 2008. In accordance with Section 14.2 of the Plan, the Debtors may alter, amend or modify the Exhibits in a form that is reasonably satisfactory to Equity Investors and Prepetition Investors at any time prior to the Confirmation Hearing. Each unexpired lease or executory contract listed below shall include any amendments related thereto.

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
1.	0248	02/01/00	443 W PARKS HWY WASILLA, AK	AVANTI CORPORATION	P.O. BOX 873088 WASILLA, AK 99687; 172 S. LAMONT CIR., SUITE A WASILLA, AK 99687
2.	0336	06/01/72	4000 BESSEMER HWY BIRMINGHAM, AL	KATHRYN HALE WILBORN	4836 CLARIMONT AVE. BIRMINGHAM, AL 35222 LYNDON C. WILBORN
3.	0678	03/01/94	814 HWY 431 BOAZ, AL	LAVENDER PROPERTIES, LLC	P.O. BOX 651 BOAZ, AL 35957 CONTACT: JEFFREY LAVENDER
4.	0396	06/01/93	424 CRAFT HIGHWAY CHICKSAW, AL	LOIS LADAS	1050 SOUTH BROAD ST. MOBILE, AL 36603
5.	0389	05/01/87	6310 UNIVERSITY BLV (#3 COTTONDALE SQ.) COTTONDALE, AL	BILLY JOE WELLS AND JERI. WELLS	2930 NORMANDY PLACE TUSCALOOSA, AL 35406
6.	0552	01/01/90	2201 2ND AVE NW CULLMAN, AL	JACK C. MONTGOMERY AND JENNIE L. MONTGOMERY	P.O. BOX 309 VINEMONT, AL 35179
7.	0128	09/01/75	1010 SIXTH AVE, SE DECATUR, AL	KATHY ANN IVEY	PO BOX 1195 HAZARD, KY 41701; 217 GORMAN RIDGE RD. HAZARD, KY 41701
8.	0312	05/01/92	6998 N MEMORIAL PKY HUNTSVILLE, AL	JACK C. MONTGOMERY AND JENNIE L. MONTGOMERY	510 COUNTY RD. 1117, CULLMAN, AL 35057
9.	0320	10/01/86	2501 B JORDAN LANE HUNTSVILLE, AL	JORDAN LANE SHOPPING CENTER, LLC	401 W ATLANTIC AVE. STE R-12 DELRAY BEACH, FL 33444
10.	0361	03/01/94	310 HWY 78 JASPER, AL	MALLORY MAY & AMSOUTH BANK N.A. AS CO-TRUSTEES	P.O. BOX 2417 JASPER, AL 35501
11.	0433	07/01/04	2273 CONGRESSMAN WL DICKENSON DR. MONTGOMERY, AL	J. SIMMONS PROPERTIES, LLC	ATTN: JOHN SIMMONS JR. 2521 UPPER WETUMPKA RD MONTGOMERY, AL 36107

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
12.	0512	06/01/89	510 COLISEUM MONTGOMERY, AL	SUGAR BEAR, INC.	P.O. BOX 3096 MONTGOMERY, AL 36109 CONTACT: PATRICIA FORSHEY; 515 COLISEUM BLVD. MONTGOMERY, AL 36109
13.	0267	01/01/95	3829 AVALON AVE MUSCLE SHOALS, AL	AIRPORT PROPERTIES	P.O. BOX 2177 MUSCLE SHOALS, AL 35661
14.	0049	08/01/91	112 & 114 W HAMBRIC OXFORD, AL	BILL J. & FAYE M. SMITH	P.O. BOX 1587 DECATUR, AL 35602
15.	0688	12/01/86	1930 CRAWFORD ROAD PHOENIX CITY, AL	RAIFORD INVESTMENTS	P.O. BOX 2500 PHOENIX CITY, AL 36868 CONTACT: R. MICHAEL RAIFORD
16.	0003	03/01/84	799 W GRAND HWY 77 RAINBOW CITY, AL	BOYCE J. WHITE, JR.	1039 FORREST AVENUE GADSDEN, AL 35901
17.	0807	06/01/04	40865 HIGHWAY 280 UNIT #4 SYLACAUGA, AL	BOWDEN OIL	40865 HIGHWAY 280 SYLACAUGA, AL 35150 PAM PAYTON
18.	0360	06/01/97	1115 W HILLSBORO EL DORADO, AR	OIL BOWL, INC.	314 EAST OAK STREET EL DORADO, AR 71730
19.	0627	06/01/73	313 W BROADWAY FORREST CITY, AR	ELPORTER GAMBLE	733 HICKEY STREET FORREST CITY, AR 72335
20.	0406	10/01/77	1612 S. PHOENIX AVE. FT. SMITH, AR	PIERCY A. & L. LORENE WELLS	3218 SOUTHRIDGE ESTATES FORT SMITH, AR 72916 CONTACT: SHANNON WELLS
21.	0559	08/01/82	3734 MIDLAND FT. SMITH, AR	CLEVE L. COTNER	COTNER PROPERTIES, INC. P.O. BOX 152 FORT SMITH, AR 72902
22.	0268	02/01/98	300 62/65 BYPASS HARRISON, AR	RICHARD COGER	C/O SURPLUS CITY P.O. BOX 250 HUNTSVILLE, AR 72740
23.	0969	05/01/00	ALBERT PK & GARDNER HOT SPRINGS, AR	ALATEN PROPERTIES	ROBBIE MARTIN P.O. BOX 2177 MUSCLE SHOALS, AL 35662

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
24.	0628	01/01/80	305 DUPREE JACKSONVILLE, AR	C.T. & ALMA JEAN BOYD	8 BOWIE POINT SHERWOOD, AR 72120
25.	0175	08/07/67	2807 E. MATTHEWSJONESBORO, AR	STALLINGS-MOORE LLP	C/O NEIL STALLINGS PROPERTIES, INC. 405 SOUTHWEST DRIVE STE A #165 JONESBORO, AR 72401 CONTACTS: KATHY MOORE, KEN STALLINGS, NATE STALLINGS
26.	0005	09/01/00	HWY 5 NORTH MOUNTAIN HOME, AR	RANDY & CONNIE BLACK	2557 JACQUES DR. BRH-36 BOONE TERRE, MO 63628
27.	0868	04/01/96	3809 MCARTHUR RD N. LITTLE ROCK, AR	MAXAMILLION LLC	RANDALL D. & MARY M. IVES 606 W. COMMERCE DR. SUITE #2 BRYANT, AR 72022
28.	1218	01/25/82	2605 E MAIN ST RUSSELLVILLE, AR	PIERCY A. & L. LORENE WELLS	3218 SOUTHRIDGE ESTATES FORT SMITH, AR 72916 CONTACT: SHANNON WELLS
29.	1000	06/01/99	3704 E RACE ST SEARCY, AR	ALATEN PROPERTIES	ROBBIE MARTIN P.O. BOX 2177 MUSCLE SHOALS, AL 35662
30.	0679	09/01/82	1188 HWY 49 W W. HELENA, AR	JON P. SANDERS	1218 HIGHWAY 49 WEST HELENA, AR 72390
31.	0039	03/01/74	6313 GEYSER SPR RD WAKEFIELD, AR	WONDER INVESTMENTS	S. PORTER BROWNLEE P.O. BOX 3553 LITTLE ROCK, AR 72203-3553
32.	0722	06/01/00	684 E. 4TH ST BENSON, AZ	PAT HARROLD	P.O. BOX 55 POMERENE, AZ 85627
33.	1290	11/13/00	217 E. 1ST ST. CASA GRANDE, AZ	SUN VALLEY LAND COMPANY, INC.	1577 N. PINAL AVE. CASA GRANDE, AZ 85222; (PHYSICAL ADDRESS) P.O. BOX 10160 CASA GRANDE, AZ 85230-0160
34.	0844	12/09/99	3295 N NEVADA ST CHANDLER, AZ	AIRCRAFT BOLT CORPORATION C/O DOUG HIGGINS	P.O. BOX 1946 MONUMENT, CO 80132

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
35.	0498	06/01/02	391 B WEST RD 250 CHINO VALLEY, AZ	JOHN CAMPBELL	P.O. BOX 7 CHINO VALLEY, AZ 86323
36.	1288	01/01/00	49253 PARKER POSTON HWY, #9 EHRENBURG, AZ	ROLANDO CAVAZOS	ROLANDO CAVAZOS PO BOX 441 EHRENBURG, AZ 85334
37.	1283	07/11/80	2001 N. 3RD STFLAGSTAFF, AZ	D.W. ROSS & C.J. PUGLIANO	3400 COUNTRY CLUB DR. FLAGSTAFF, AZ 86004 MAY-OCT; 19241 NO. 93RD AVE PEORIA, AZ 85382 OCT-MAY
38.	1285	N/A	812 HIGHLAND AVE. GLOBE, AZ	JAMES MCMILLAN	3941 E. CHANDLER BLVD. STE 106-182 PHOENIX, AZ 85048
39.	0582	01/01/03	1595 DOVER AVE #F LAKE HAVASU, AZ	G. HOLTEN QUINN	C/O SUZANNAH BALLARD P.O. BOX 1529 LAKE HAVASU CITY, AZ 86405
40.	0240	10/01/88	816 E. UNIVERSITY DR MESA, AZ	CLEARVIEW REALTY, INC.	1223 S. CLEARVIEW AVE. STE. 106, MESA, AZ 85208 CONTACT LAURIE GALLA
41.	0922	05/01/96	4100 E BROADWAY, STE. 150 PHOENIX, AZ	PACIFIC BROADWAY LLC	P. O. BOX 25991 LOS ANGELES, CA 90025 CONTACT: BECKY SMITH
42.	0743	08/01/97	ROUTE 10 SHOWLOW, AZ	OLD LINDEN ROAD RENTAL, LLC	901 N 18 AVE. SHOWLOW, AZ 85901 CONTACT: GERALD OR EILEEN PERKINS
43.	0257	05/01/91	121 E 24TH ST YUMA, AZ	CAL AND JOANNE FAMILY PARTNERSHIP	P.O. BOX 5346 YUMA, AZ 85366-5846
44.	0975	11/25/92	2749 LONETREE WAY ANTIOCH, CA	PAUL H. MAK C/O THE TERRACE SHOPPING CENTER	101 ELLINWOOD DRIVE, PLEASANT HILL, CA 94523
45.	1075	01/01/87	1111 EL CAMINO REAL ARROYO GRANDE, CA	MANKINS WONDER RENTALS	1005 EL CAMINO REAL ARROYO GRANDE, CA 93420-2588



**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
46.	0271	10/01/92	UNIT10 & 11 NELSON AUBURN, CA	WAYNE DAVIS	11765 LAKESHORE NORTH AUBURN, CA 95602
47.	1239	04/01/81	451-B ARROW HWY AZUSA, CA	YUH DAH CORPORATION	ATTN: GEORGIA CORIGSBY 2401 HITCHCOCK DR. ALHAMBRA, CA 91803
48.	0578	08/01/93	1901 N CHESTER AVE BAKERSFIELD, CA	4-M INVESTMENTS	275 PANORAMA DR. BAKERSFIELD, CA 93305 DON MCMURTREY
49.	0273	01/01/81	1493 E 6TH STBEAUMONT, CA	RICHARD G. DAVIS	1690 MASTERS DR. #14 BANNING, CA 92220
50.	0993	4/1/1992	8438 EASTERN AVENUE BELL GARDENS, CA	BETTE LEVINE, JACK ZITTRER, & GERALD SCHUMER	8017 DUNBARTON AVE. LOS ANGELES, CA 90045
51.	0867	01/15/74	9847 DESOTO AVE CHATSWORTH, CA	CROSSROADS TRUST	6671 SUNSET BLVD. #1575 LOS ANGELES, CA 90028 CONTACT: LINDA DUTTENHAUER
52.	1162	06/15/79	385 F PARK AVE. CHICO, CA	JEROME & MARY JOYCE JOHNSON, D/B/A TRIPLE J INVESTMENT	15451 PALOS VERDE DRIVE MONTE SERENO, CA 95030
53.	0924	01/01/87	2817 MAIN STREET CHULA VISTA, CA	BEAUCHAMP FAMILY TRUST	J.D. BEAUCHAMP 327 W. 11TH ST. NATIONAL CITY, CA 92050
54.	0979	07/01/03	7222 E. GAGE AVE COMMERCE, CA	BHS, INC.	7222 E. GAGE AVE. COMMERCE, CA 90040 CONTACT: BENJAMIN SHEN
55.	1032	07/06/98	1950 MARKET ST #1 CONCORD, CA	MARKET STREET/PEAN PROPERTIES	101 ELLINWOOD DR. PLEASANT HILL, CA 94523
56.	1164	10/01/76	493 S. 4TH ST EL CENTRO, CA	JOSEPH & YVONNE MALOOF	P.O. BOX 1164 EL CENTRO, CA 92243
57.	1219	03/04/91	40667- 69 FREMONT FREMONT, CA	FREMONT SHOPPING CENTER	C/O COATES & SOWARDS, INC 1725 S BASCOM AVE, STE 104 CAMPBELL, CA 95008

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
58.	0187	03/01/00	4783 E. GETTYSBURG FRESNO, CA	GLORIA BERLANGA	562 WALNUT AVE. GREENFIELD, CA 93927
59.	0272	04/21/69	12539 S. PRAIRIE AVE. HAWTHORNE, CA	ROD DANIELS DBA BARBECUE KING	867 W SUNSET BLVD. LOS ANGELES, CA 90012
60.	0355	05/01/02	11960-B HESPERIA RD HESPERIA, CA	WRD DEVELOPMENT	DALE GERINGER 1190 GLENDALE GALLERIA GLENDALE, CA 91210
61.	1264	11/01/83	11988 HESPERIA ROAD HESPERIA, CA	RICHARD L. & PATRICIA E. & ARTHUR & MAE GERINGER	1516 STONE LANE GLENDALE, CA 91202
62.	1280	03/01/74	2343 W. LOMITA BLVD LOMITA, CA	DOUGLAS L AND BARBARA A LIGHTFOOT	24314 LOMITA DRIVE LOMITA, CA 90717
63.	0161	02/01/59	3636 SANTA FE LONG BEACH, CA	GLICK BROTHERS LUMBER COMPANY	C/O THE RODIN COMPANY 15442 VENTURA BLVD. STE. 200 SHERMAN OAKS, CA 91403
64.	1104	01/01/72	2010 SOUTH STREETLONG BEACH, CA	GINSBURG LIVING TRUST	NORMAN GINSBURG P.O. BOX 3910 LAGUNA HILLS, CA 92654
65.	0467	11/01/96	6111 S GRAMERCY PL LOS ANGELES, CA	ADVANCE PAPER BOX CO.	6100 S. GRAMERCY PLACE LOS ANGELES, CA 90047 CONTACT: CARLO MENDOZA
66.	1094	06/01/97	2150 WARDROBE AVE MERCED, CA	MAC FAMILY LIMITED PARTNERSHIP, MARK CAUWELS	PO BOX 3705 MERCED, CA 95344
67.	0896	01/15/79	2517 YOSEMITE BLVD MODESTO, CA	GRANT & MCDOWELL	C/O BREKKE REAL ESTATE, INC. 1127 LONE PALM AVE. MODESTO, CA 95351
68.	1126	02/01/01	2101 STANDIFORD AVE MODESTO, CA	HANNAH FAMILY TRUST	C/O AIM PROPERTY MANAGEMENT 1212 "K" ST. MODESTO, CA 95354

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
69.	1052	09/15/63	3020 WEST 5TH ST. OXNARD, CA	DAVID PETIT; HELEN BIDDLE; CYNTHIA JANE MAYS	PETIT: 4853 N. CLUBHOUSE DR. SOMIS, CA 93066 BIDDLE: 222 N. ST. OXNARD, CA 93030
70.	1277	11/01/91	2260 E PALMDALE PALMDALE, CA	PALMDALE TOWNE SQUARE ASSOCIATES	C/O THE REMM GROUP 505 S. VILLA ROAD, #201 ANAHEIM HILLS, CA 92807 CONTACT: JAN MELANO
71.	0845	01/01/98	555 CALIFORNIA ST PITTSBURG, CA	DONALD J. & DONNA L. BRUZZONNE	1200 SNYDER LANE WALNUT CREEK, CA 94598
72.	0966	10/01/97	11220 PYRITES WAY RANCHO CORDOVA, CA	MCT PROPERTIES, LLC	C/O BOULDIN & ENGLISH, INC. 10411 OLD PLACERVILLE ROAD STE. 215 SACRAMENTO, CA 95827
73.	0971	12/23/86	1575 HARTNELL AVE REDDING, CA	NORTHERN CALIFORNIA PROPERTIES	C/O RON MYGRANT P.O. BOX 493595 REDDING, CA 96049
74.	0690	11/17/78	1323 N. INYO ST RIDGECREST, CA	BOWLAY INC.	14560 CLARK ST. #101 SHERMAN OAKS, CA 91411
75.	1250	04/01/64	2215 THIRD ST RIVERSIDE, CA	WALLING-CRABTREE	10020 INDIANA AVE. STE 211 RIVERSIDE, CA 92951
76.	0104	06/15/92	1220 BLUMENFIELD DR SACRAMENTO, CA	ELLIS FAMILY ENTERPRISES, LP	1111 JOELLIS WAY SACRAMENTO, CA 95815 CONTACT SIDNEY OR SHARON ELLIS
77.	0852	08/15/82	6801 STOCKTON BLVD.SACRAMENTO, CA	GLENN W. SORENSEN, SR. & JR.	SR.: 550 RODANTE WAY SACRAMENTO, CA 95864
78.	1256	08/01/85	4635 AUBURN BLVD SACRAMENTO, CA	BENCHMARK PROPERTIES. LLC	ATTN: CLAYTON THOMAS P.O. BOX 2736 GRANITE BAY, CA 95746; PHYSICAL ADDRESS: 23818 DARKHORSE DR. AUBURN, CA 95602

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
79.	0957	09/01/78	1040 ABBOTT ST SALINAS, CA	MORANDA HEIRS	1102 ABBOTT ST. SALINAS, CA 93901 CONTACT: STAN BRAGA
80.	0213	01/01/80	433 S WATERMAN SAN BERNARDINO, CA	VANIR DEVELOPMENT CO., INC.	P.O. BOX 310 VANIR TOWER CITY HALL PLAZA SAN BERNARDINO, CA 92402- 0310
81.	0841	01/01/99	7706 TRADE ST., TREPTE IND PK A&B SAN DIEGO, CA	TREPTE INDUSTRIAL PARK, LTD.	9665 GRANITE RIDGE, STE. 200 SAN DIEGO, CA 92123
82.	0914	06/01/02	7807 CONVOY COURT SAN DIEGO, CA	THE REALITY ASSOCIATES FUND	1420 BRISTOL STREET NORTH #100, NEWPORT BEACH, CA 92660
83.	1152	01/01/72	1346 SAN FERNANDO SAN FERNANDO, CA	ANNA M. KOCVARA	3531 E. MAULE AVE. LAS VEGAS, NV 89120-2918
84.	0856	03/16/83	1920 INGALLS ST SAN FRANCISCO, CA	INGALLS PROPERTY C/O EDWARD KEEGAN	1401 GRIFFITH STREET SAN FRANCISCO, CA 94124
85.	0583	07/01/80	1946 23RD STREET SAN PABLO, CA	LUCIEN SUNG	1800 MESA BUENA AVE. SAN PABLO, CA 94806
86.	0118	10/01/95	1140 E. WATERLOO RD STOCKTON, CA	HBM INVESTMENTS	13351-D RIVERSIDE DR., #343 SHERMAN OAKS, CA 91423 CONTACT: DAVID KOHAN
87.	0998	10/13/95	2619 LYCOMING ST STOCKTON, CA	STEVE GIANNECCHINI	3651 N. JACK TONE ROAD STOCKTON, CA 95215
88.	0613	01/01/02	101 RIDGE ROAD SUTTER CREEK, CA	RALPH WALSH	15432 RIDGE RD. SUTTER CREEK, CA 95685
89.	1141	05/01/00	2121 E TULARE AVE TULARE, CA	STONE PROPERTIES	C/O LINDA LOORZ P.O. BOX 25187 FRESNO, CA 93729-5187
90.	0981	02/01/96	1460 STATE RD UKIAH, CA	ADELENE M.. GULUZZO	P.O. BOX 21353 SAN JOSE, CA 95151-1353
91.	1060	05/01/93	127 PEABODY RD.VACAVILLE, CA	SWAMI INTERNATIONAL	P.O. BOX 2905 CUPERTINO, CA 95015 KUSUM MANGALICK

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
92.	0129	10/01/91	16789 D STREET VICTORVILLE, CA	ROBERT N. HOWARTH	2240 VILLAGE WALK DR. #2212 HENDERSON, NV 89052
93.	0880	10/01/89	2 HANGAR WAY WATSONVILLE, CA	JEFFERY A. GRANT	164 S. ENCINAL AVENUE OJAI, CA 93023
94.	0676	10/01/70	SIDETRACK #137435 WILDASIN, CA	STAUBACH GLOBAL SERVICES	P.O. BOX 847574 DALLAS, TX 75284-7574
95.	0249	06/16/93	39560 KENTUCKY AVE. WOODLAND, CA	SLEGH TRUST	1849-A EAST GIBSON ROAD WOODLAND, CA 95776
96.	0585	04/01/04	2040 E. 8TH STREET GREELEY, CO	BLISS INVESTMENTS, LLC	P.O. BOX 816 GREELEY, CO 80632; 2438 EAST 8TH STREET GREELEY, CO 80632
97.	0699	09/01/02	1008 OLIVE LAMAR, CO	MARK OBERWORTMANN	906 POMPANO PORT ISABEL, TX 78578
98.	0131	04/16/73	1603 PRAIRIE PUEBLO, CO	OLSON PROPERTIES. LLC	10615 CHARDONNAY DR. OKLAHOMA CITY, OK
99.	0260	12/01/01	412 MCCULLOCH BLVD PUEBLO WEST, CO	MASSOOD & PENNY SAEEDI	P.O. BOX 3235 COKEDALE, CO 81082 PHYSICAL ADDRESS: 10901 COUNTY ROAD 57.7 COKEDALE, CO 81082
100.	0680	12/01/00	724 HEREFORD STERLING, CO	ALLEN PANCOST TRUCKING, INC.	722 HEREFORD RD. STERLING, CO 80751 CONTACT: GERRY SCHAEFER
101.	0539	11/01/02	3705 FREEDOM ROAD TRINIDAD, CO	LARRY ROBINSON	34840 COUNTY RD. 20.2 TRINIDAD, CO 81082
102.	0962	10/15/94	150 SAND BANK RD CHESHIRE, CT	MARSHALL ENTERPRISES LLC	1187 HIGHLAND AVE. P.O. BOX 416 CHESHIRE, CT 06410 MARSHALL FISCO
103.	0858	11/01/89	23 THOMPSON RD E. WINDSOR, CT	THOMPSON RD. ASSOCIATES LLC	C/O SBK ASSOCIATES, LLC P.O. BOX 537 MANCHESTER, CT 06045

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
104.	0992	01/01/92	1084 ROUTE 32 MONTVILLE, CT	BOWDISH ENTERPRISES, LLC	ATTN: CT MAIL TELLER P.O. BOX 2525 HARTFORD, CT 06146
105.	0215	12/15/84	200 W MAIN ST NORWICH, CT	RICHARD STOUT, PROPERTY MANAGER	WEST MAIN STREET, INC. C/O RICHARD STOUT 100 NECK ROAD OLD LYME, CT 06371
106.	1181	09/01/91	1315 NEWPORT GAP PK WILMINGTON, DE	FUSCO ENTERPRISES, L.P.	200 AIRPORT RD. P.O. BOX 665 NEW CASTLE, DE 19720
107.	0043	04/01/96	1202 STATE RD 64 AVON PARK, FL	A LOAF AFFAIR, LTD.	ATTN: MJ BURGESS, JR. P.O. BOX 1503 FORT MYERS, FL 33902
108.	0402	04/24/90	5981 S E BASELINE BELLEVIEW, FL	DON & MARTHA KAY	1215 SE 12TH COURT OCALA, FL 34471
109.	0615	10/01/95	6005 E 17TH ST E&F BRADENTON, FL	BARR FAMILY PARTNERSHIP, D/B/A RAILSIDE INDUSTRIAL PARK	6005 17TH ST. E. BRADENTON, FL 34203
110.	1133	05/01/97	600 5TH ST EAGLE LAKE, FL	ON A ROLL	ATTN: PATRICIA W. HANDLEY P.O. BOX 1384 BEBRING, FL 33871-1384; PHYSICAL ADDRESS 2636 MELLOW LANE SEBRING, FL 33870-4966
111.	0695	01/01/04	STATE RD 211& US 19 FANNING SPRINGS, FL	RICK'S STORAGE UNITS	15151 NW HWY 129 TRENTON, FL 32693
112.	1168	01/01/88	2160 N E 31ST AVE. GAINESVILLE, FL	MINI MAXI WAREHOUSE	2150 NE 31ST AVE. GAINESVILLE, FL 32609
113.	1061	10/01/94	7708 STATE RD 52, SUITE 1 HUDSON, FL	FRALO HOLDINGS, #2 LLC	7708 STATE ROAD 52 SUITE 102 HUDSON, FL 34667
114.	0302	04/01/97	1225 W EDGEWOOD AVE JACKSONVILLE, FL	JOHN D. JARMON AND ELIZABETH S. JARMON	320 EAST CALL ST. STARKE, FL 32091-3302
115.	0511	10/01/93	1959 LANE AVENUE JACKSONVILLE, FL	CARL STOUDEMIRE	4712 APACHE AVENUE JACKSONVILLE, FL 32210

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
116.	1068	10/01/93	9020 BEACH BLVD JACKSONVILLE, FL	DON & MARTHA KAY	1215 SE 12TH COURT OCALA, FL 34471
117.	1210	12/01/93	6707 103RD ST. JACKSONVILLE, FL	JANICE K. OWEN	626 NE 45TH COURT OCALA, FL 34470
118.	1101	05/01/89	1190 E DONEGANKISSIMMEE, FL	KENNETH E. BUIKEMA & CYNTHIA NUGENT	PO BOX 422557 KISSIMMEE, FL 34742-2557
119.	1166	03/01/97	2226-1 S. COMBEE LAKELAND, FL	JOE P. RUTHVEN TRUSTEE	P.O. BOX 2420 LAKELAND, FL 33806-2420
120.	0778	09/15/97	409 N 13TH ST LEESBURG, FL	MAURICE P. YOSKIN	13474 SOUTH COUNTY RD 25 EASTLAKE WEIR, FL 32133-0078
121.	1118	02/01/97	503 N 13TH ST LEESBURG, FL	WILLIAM L. POLK, WILLIAM L. POLK ENTERPRISES, LLC	P.O. BOX 491637 LEESBURG, FL 34749-1637
122.	0641	05/01/94	CO CLUB RD & US 90 MADISON, FL	H. JACK & BETTY JEAN MCLEOD	920 W. BASE ST. MADISON, FL 32340
123.	0093	07/01/97	2555 AURORA RD MELBOURNE, FL	T.A. & ROBERTA ALTMAN	P.O. BOX 360911 MELBOURNE, FL 32936; 10 PALMER RD, SUITE H INDIAN HARBOUR BEACH, FL 32927
124.	1024	05/01/00	3601 GRAND BLVD. NEW PORT RICHEY, FL	LET THEM EAT CAKE TRUST	C/O PATTY HANDLEY P.O. BOX 1384 SEBRING, FL 33871
125.	0865	8/1/1975	790 E OAKLAND PK OAKLAND PARK, FL	ADKINS & ADKINS	
126.	0401	01/01/77	3027 N.E. JACKSONVILLE RD OCALA, FL	JANICE K. OWEN	626 NE 45TH COURT. OCALA, FL 34470
127.	0458	02/01/82	2288 N.W. 10TH ST OCALA, FL	DON & MARTHA KAY	1215 SE 12TH COURT OCALA, FL 34471
128.	0400	06/01/01	414 N.E. PARK ST. OKEECHOBEE, FL	WAFH CORPORATION OF OKEECHOBEE	1403 W. AVE. A BELLE GLADE, FL 33430
129.	0943	12/01/97	8600 E COLONIAL DR ORLANDO, FL	LEASE SPACE, INC.	6536 PINECASTLE BLVD., STE A ORLANDO, FL 32809

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
130.	1160	09/01/78	1815 FAIRFIELD DRIVE PENSACOLA, FL	MCDONALD SHOPPING CTR	3030 N. PACE BLVD. PENSACOLA, FL 32505
131.	1086	08/01/98	701 S.W. BILTMOREPORT ST. LUCIE, FL	J. GRIFFIN DEVELOPMENT CO., INC.	1321 SE RIVERSIDE DR. STUART, FL 34996
132.	0574	05/01/04	580 SOLUTIONS WAY, UNITS E & F ROCKLEDGE, FL	LEWIS F. & ELIZABETH A. ARMISTEAD & SCOTT ARMISTEAD	671 FERN DR. MERRITT ISLAND, FL 12952
133.	1095	03/01/93	1073 TALLEVAST RD SARASOTA, FL	UPPERCRUST INVESTMENT. LTD.	ACCT#3000003172 FLORIDA GULF BANK 2247 FIRST ST. FT. MYERS, FL 33901
134.	1149	01/01/92	5224 MARINER BLVD SPRING HILL, FL	ROSINA INC.	C/O DANIEL CONTI 626 REXCORP PLAZA, 6TH FL. UNIONDALE, NY 11556
135.	0338	05/01/95	84 S DIXIE HWY ST. AUGUSTINE, FL	DON & MARTHA KAY	1215 SE 12TH COURT OCALA, FL 34471
136.	0353	10/01/89	2311 28TH ST. N. ST. PETERSBURG, FL	SHARES REM, INC.	6820 3RD AVE. N., ST. PETERSBURG, FL 33710 CONTACT: BHITTI PATEL, DREAMS MANAGEMENT
137.	1019	05/01/92	4567 CAPITAL CIRCLE TALLAHASSEE, FL	KING RENTAL PROPERTIES	C/O PROCTOR & LONG PROPERTY MANAGEMENT LLC 825 THOMASVILLE RD TALLAHASSEE, FL 32303
138.	1136	09/01/95	4228 N ARMENIA AVE TAMPA, FL	J. BURNS CREIGHTON, JR.	P.O. BOX 1902 TAMPA, FL 33601
139.	0576	01/01/01	4909 ALLEN RD ZEPHYRHILLS, FL	MRS. GAIL HILL	HILLVEST, INC. PO BOX 1198 ZEPHYRHILLS, FL 33540 CONTACT: GLEN GREENFELDER, ATTORNEY
140.	0002	12/01/96	3698 COMMUNITY ROAD BRUNSWICK, GA	JIM GRIFFIN	1321 SE RIVERSIDE DRIVE STUART, FL 34996
141.	0378	01/01/90	4900 BUENA VISTA RD COLUMBUS, GA	1-EY, INC	1860 MIDTOWN DRIVE, COLUMBUS, GA 31906



Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
142.	1295	09/01/00	445 ANDREWS RD. COLUMBUS, GA	FLOURNY CALHOUN REALTY	PO BOX 6607 COLUMBUS, GA 31917-6607; 2520 WYNTON ROAD COLUMBUS, GA 31906
143.	0623	04/01/87	2171 N. ELM STREET COMMERCE, GA	MR. J. BERRY GARRETT	COMMERCE PLAZA, INC. PO DRAWER 36 FOUNTAIN INN, SC 29644
144.	1193	02/01/92	1162 WEST AVE. CONYERS, GA	FLORIA MANN ANDERSEN	P.O. BOX 232 CONYERS, GA 30012 CONTACT: JIM ANDERSEN
145.	0358	05/01/97	240 S. HWY 301 JESUP, GA	JIM GRIFFIN	J. GRIFFIN DEVELOPMENT CO. 1321 SE RIVERSIDE DR. STUART, FL 34996
146.	0276	09/01/84	1621 VETERANS MEMORIAL HWY SE MABLETON, GA	WYATT, TRAVIS, THOMPSON, REECE & DUKE	ATTN: TRUMAN TRAVIS 215 DENNY CIRCLE DALLAS, GA 30157
147.	0321	04/01/90	3920 PIO NONO AVE. MACON, GA	HENRY P. PERSONS, III, PRESIDENT	COUSINS PROPERTIES, INC. MURPHEY, TAYLOR & ELLIS, INC. PO BOX 4468 MACON, GA 31213; 3095 VINEVILLE AVE. MACON, GA 31204
148.	0532	05/18/83	1892 CANTON HWY MARIETTA, GA	CORNELIA CORPORATION	P. O. BOX 1134 TRION, GA 30753
149.	0133	12/01/91	4174 OLD AUSTELL RD POWDER SPRINGS, GA	WESLEY HUFFMAN PROPERTY MANAGEMENT C/O CHARLES WESLEY HUFFMAN	695 SMITH FERGUSON RD DALLAS, GA 30157
150.	1232	09/01/75	6587 HWY 85 RIVERDALE, GA	BOB LONDON, LONDON REALTY CO.	2931 PIEDMONT ROAD, SUITE E ATLANTA, GA 30355 CONTACT: ERIC RINZLER
151.	0581	11/01/95	502 N OAK ST. VALDOSTA, GA	JAMES N. WEST	1022 LYNN DRIVE WAYCROSS, GA 31501

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
152.	0744	08/01/03	1707 OLD REYNOLDS ST. WAYCROSS, GA	HILDA M. POPE	P.O. BOX 723 WAYCROSS, GA 31502
153.	0472	11/03/75	HIGHWAY 6ATLANTIC, IA	ROBERT ABILD	PO BOX 392 ATLANTIC, IA 50022; 1711 E 7TH ATLANTIC, IA 50022 (PHYSICAL ADDRESS)
154.	0932	09/01/02	2830 MT PLEASANT ST BURLINGTON, IA	R. L. SCHWENKER	STANDARD OF BEAVERDALE, INC. 11194 TWIN PONDS DRIVE WEST BURLINGTON, IA 52655 CONTACT: CHRIS RYNER
155.	1021	8/10/1982	2001 16TH AVE S.W. CEDAR RAPIDS, IA	DAN L. SCHWITTERS, SCHWITTERS ENTERPRISES, INC.	PO BOX 924 CEDAR RAPIDS, IA 52406-0924
156.	0655	12/28/94	320 N. 4TH ST CLINTON, IA	PATRICK AND SANDRA K. NOWLIN	1125 11TH AVENUE NORTH CLINTON, IA 52732
157.	0007	06/01/98	1535 AVENUE G COUNCIL BLUFF, IA	RANDY BLACK	2557 JACQUES DRIVE, BRH 35 BONNE TERRE, MO 63628
158.	0435	04/01/91	1606 ROCKINGHAM RD DAVENPORT, IA	W. MICHAEL BURKE	216 HILLCREST AVE DAVENPORT, IA 52803
159.	0624	09/01/89	107 E BROADWAY DECORAH, IA	DAVID T. LENSING AND PAMELA J. LARSON	PO BOX 334 WAUKON, IA 52172
160.	1100	01/01/97	2620 E. UNIVERSITY E. DES MOINES, IA	GOBEL TRACTOR CO., INC., C/O ROBERT KNAPP	950 OFFICE PARK ROAD, STE 216 WEST DES MOINES, IA 50265
161.	0724	11/01/99	1913 KOUNTRY LANE FT. DODGE, IA	PAUL ELECTRIC RENTAL STORAGE	1105 2ND AVE., N. FORT DODGE, IA 50501-4012 CONTACT RICHARD R. BROWN OR PAULA J. LINDER
162.	0409	10/13/00	937 BLAIRS FERRY RD MARION, IA	TIM BEVER	PARK AVENUE REALTY CO. PO BOX 242 MARION, IA 52302

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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163.	0638	03/01/73	1001 E 2ND ST MUSCATINE, IA	WARREN W. POOLE	WELLS FARGO BANK, NA C/O JON SICKELKA P.O. BOX 1967 CEDAR RAPIDS, IA 52406
164.	0436	08/01/77	606 W MAIN ST OTTUMWA, IA	RICHARD H. CARROLL	CARROLL REALTY CO. P.O. BOX 1140 OTTUMWA, IA 52501
165.	0333	06/01/98	2836 HWY 75 N SIOUX CITY, IA	HIGH TECH ELECTRIC LLC	1717 23RD STREET SIOUX CITY, IA 51104
166.	0564	06/01/74	1820 CENTER ST.SIOUX CITY, IA	EVONNE COLE	5101 41ST STREET SIOUX CITY, IA 51108-9702
167.	0630	01/01/99	HWY 71 NORTH & 18 SPENCER, IA	RALPH W WYATT GST EXEMPT TRUST	C/O COTTON GRAVE FARM MGMT 517 NORTH GRAND PO BOX 462 SPENCER, IA 51301 CONTACT: GARY GRAVE
168.	0913	09/01/96	2550 100TH ST URBANDALE, IA	PAPA'S PROPERTIES INC.	1444 NW 124TH COURT DES MOINES, IA 50325 CONTACT: ZANE SMITH
169.	0156	06/15/81	FRANKLIN & 6TH ST WATERLOO, IA	HOWARD ALLEN INVESTMENTS, INC.	P. O. BOX 622 CEDAR FALLS, IA 50613
170.	0135	06/01/01	3020 E. 17TH ST. AMMON, ID	PARTS, L.C.	C/O KEHL HOMES 6183 S PRAIRIE VIEW DR, STE 102 TAYLORSVILLE, UT 84118 CONTACT: BRENDA BELL
171.	0493	12/01/92	110 E SPRUCE ST BELLEVUE, ID	BYRON DOWNARD	P.O. BOX 387 HAILEY, ID 83333
172.	0045	03/01/87	9224 W. CHINDEN BLVD BOISE, ID	RICHARD M. PHILLIPS, RMP PROPERTIES	210 MURRAY ST. BOISE, ID 83174 CONTACT: JAKE OR STACI SMITH

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
173.	0846	08/24/04	743 W. MCGREGOR COURT, STE. 110 BOISE, ID	BOISE CAPITAL PARTNERS, LLC C/O THORNTON OLIVER KELLER COMMERCIAL REAL ESTATE	250 SOUTH 5TH ST. SECOND FLOOR BOISE, ID 83702
174.	0261	11/01/98	3506 CLEVELAND BLVD CALDWELL, ID	BILL GILBERT	P. O. BOX 1064 CALDWELL, ID 83606
175.	1124	11/01/96	4534 YELLOWSTONE CHUBBUCK, ID	NOR-JAM, JAMES E. THILMONT	P.O. BOX 5598 CHUBBUCK, ID 83202
176.	0072	12/01/92	1670 N WOODRUFF IDAHO FALLS, ID	MARVIN OLSON	1690 NORTH WOODRUFF IDAHO FALLS, ID 83401
177.	0976	07/01/00	1500 N. LOCUST GROVE (LOCUST GROVE & FAIRVIEW) MERIDIAN, ID	P & P INVESTMENTS	P.O. BOX 2146 EAGLE, ID 83616
178.	0681	05/20/02	690 S MAIN ST. MOUNTAIN HOME, ID	CLAUDE J. BERMENSOLO FAMILY PARTNERSHIP, LLP	310 EAST JACKSON MOUNTAIN HOME, ID 83647 CONTACT CLAUDE M. BERMENSOLO OR LIZ LOTT
179.	0038	09/01/83	2603 SUNDANCENAMPA, ID	2515 SUNDANCE LLC	WINSLOW INVESTMENTS, LTD C/O BILL GUTRIDGE THORNTON OLIVER KELLER 250 S. FIFTH ST. SECOND FLOOR BOISE, ID 83702 ATTN CANDICE RANSON, ASSISTANT PROPERTY MANAGER
180.	0879	06/01/03	211 FREIGHTWAYS TWIN FALLS, ID	PARTS, L.C.	C/O KEHL HOMES 6183 S PRAIRIE VIEW DR STE 102 TAYLORSVILLE, UT 84118 CONTACT: BRENDA BELL
181.	1106	11/17/87	318 HOMER ADAMS PKWY ALTON, IL	MAGNA COMPANY	P.O. BOX 1522 HIGH RIDGE, MO 63049; 3711 S. LAKESHORE DR. HOUSE SPRINGS, MO 63051

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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182.	0522	01/01/83	1605 N BELT EAST BELLEVILLE, IL	W. BUTTS & M. KOENIG	C/O WILLIAM BUTTS 333 LINCOLNSHIRE BLVD BELLEVILLE, IL 62221
183.	0674	12/01/62	E REED & NORTH MAIN BENTON, IL	LYNCH FAMILY TRUST	11038 N. DUQUOIN ROAD BENTON, IL 62812
184.	0473	08/01/88	314 N. STILLWELL BLOOMINGTON, IL	BENCHMARK CONSTRUCTION COMPANY	P.O. BOX 1026 BLOOMINGTON, IL 61702
185.	0089	02/01/96	116 N BOLINGBROOK BOLINGBROOK, IL	BRIAR SQUARE, LLC	2801 CENTRE CIRCLE DRIVE DOWNERS GROVE, IL 60515
186.	0201	02/01/94	1911 ROUTE 50 BOURBONNAIS, IL	PETER DYER	6714 N KILPATRICK AVE LINCOLNWOOD, IL 60712
187.	1119	03/01/02	107 S. BROADWAY CENTRAL CITY, IL	CENTRAL CITY PLAZA	604 EAST GREEN ST. CENTRAL CITY, IL 62801
188.	1137	09/01/00	504 N WALNUT CHAMPAIGN, IL	CENTRAL ILLINOIS BANK AS TRUSTEE, THOMAS HARRINGTON, JR., BENEFICIARY, DBA MARKET WALNUT BUILDING	DEVONSHIRE REALTY P.O. BOX 140 CHAMPAIGN, IL 61824-0140
189.	1045	10/01/98	7336 S STONY ISLAND CHICAGO, IL	NATHU J. PATEL & PARTNERSHIP	STONY CENTER I- NATHU J. PATEL & PARTNERSHIP C/O FOUNDERS BANK 3052 W. 111TH ST. CHICAGO, IL 60655
190.	0238	09/01/98	816 S MORRISONCOLLINSVILLE, IL	NATIONAL LAUNDRY EQUIPMENT CORP	P.O. BOX 349 FENTON, MO 63026-0394
191.	0947	08/26/04	52 COUNTRYSIDE PLAZA, RM B-03A COUNTRYSIDE, IL	2315 SIMON PROPERTY GROUP LP	7885 RELIABLE PKWY CHICAGO, IL 60686-0078
192.	0316	08/22/57	400 S. MAIN ST. CREVE COEUR, IL	DR. FLOYD RASHID, JCT INC.	2819 N. KNOXVILLE PEORIA, IL 61604

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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193.	0930	03/01/01	7100 TECKLER BLVD CRYSTAL LAKE, IL	FIRST MIDWEST TRUST CO., TRUST 4104	C/O CENTURY 21 3717 W. ELM ST. MCHENRY, IL 60050
194.	1157	01/01/99	11 E LIBERTY LANE DANVILLE, IL	MAJER MEKEL AND ESTELLE MEKEL	6 CARRIAGE LANE DANVILLE, IL 61832-1607
195.	0278	07/01/76	2802 N. MAIN DECATUR, IL	NORTHTOWN DEVELOPMENT BROKERS, INC.	4306 LEONORE DRIVE DECATUR, IL 62526
196.	0870	11/15/93	2530 W 94TH EVERGREEN PARK, IL	CLARKE WOLCOTT PROPERTIES, LLC	1125 REMINGTON RD. SCHAUMBURG, IL 60173
197.	0541	12/01/93	1103 SOUTHWEST AVE FREEPORT, IL	JIM BERGAGNA	1531 W. STOVER ST. FREEPORT, IL 61032
198.	1097	04/01/80	1611 GRAND AVE GALESBURG, IL	GERALD N. WEAVER	6936 S. CHAPPARAL CIRCLE WEST AURORA, CO 80016-2187
199.	0081	05/01/04	780 S. CHICAGO ST GENESEO, IL	LEE LOHAM, LOHAM COMPANIES	P.O. BOX 1230 MOLINE, IL 61266-1230; 3901 15TH ST. D MOLINE, IL 61265 (PHYSICAL ADDRESS)
200.	0587	02/01/59	1509 MADISON AVE GRANITE CITY, IL	HALL PROPERTIES, INC., JEFFREY SANDELMAN, VP, C/O KIN PROPERTIES, INC.	KIN PROPERTIES, INC. 185 NW SPANISH RIVER BLVD. SUITE 100 BOCA RATON, FL 33431
201.	0266	01/01/93	880 S. MAIN ST. JACKSONVILLE, IL	MARX PROPERTIES	3815 BARCLAY DR. QUINCY, IL 62305
202.	0486	01/01/82	1526 NICHOLSON JOLIET, IL	GREGORY BROTHERS, INC.	1921 WILCOX ST. CREST HILL, IL 60435
203.	0277	11/01/75	332 TENNEY ST KEWANEE, IL	JOHN H. SPETS	P.O. BOX 442 KEWANEE, IL 61443
204.	0189	10/01/98	836 2ND STREET LASALLE, IL	MARIE WEST	2242 APLINGTON ST. LA SALLE, IL 61301
205.	0423	11/01/75	900 WEST UNION LITCHFIELD, IL	TTT PARTNERS, LLC	516 WEST UNION LITCHFIELD, IL 62056

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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206.	0008	07/13/74	624 E JACKSON MACOMB, IL	CONSTANCE PURDUM, MIDAMERICA NATIONAL BANK	ATTN: TRUST DEPT. 130 NORTHSIDE SQUARE MACOMB, IL 61455 CONTACT: HERB STRONG
207.	0701	11/01/90	402 N MONROE MARION, IL	G AND W INC.	1105 DAYBREAK MARION, IL 62959
208.	0410	02/01/88	1316-20 DEWITT ST. MATTOON, IL	LARRY K. TAYLOR	#14 CHIMNEY VIEW LANE SPRINGFIELD, IL 62707
209.	0188	05/01/68	3315 W. PEARL ST MCHENRY, IL	ALBERT S. BLAKE	4014 PITZER RD. MCHENRY, IL 60050
210.	0426	06/01/95	1314 MERIDEN MENDOTA, IL	GLOBAL USA INC	7520 N LINDBERGH BLVD HAZELWOOD, MO 63042 CONTACT: CHRIS MCKANRY
211.	0557	10/01/92	4322 4TH AVE MOLINE, IL	TOMAS MORAN	4320 4TH AVENUE MOLINE, IL 61265
212.	1012	04/01/92	790 ROYAL ST GEORGE NAPERVILLE, IL	CRESS CREEK L.L.C.	C/O ARTHUR GOLDNER & ASSOCIATES, INC. 707 SKOKIE BLVD., SUITE 100 NORTHBROOK, IL 60062
213.	0961	11/01/99	6076-6080 159TH STREET OAK FOREST, IL	GOLFVIEW PLAZA	KAMAL KISHORE 135 OGDEN AVENUE, WESTMONT, IL 60559
214.	0883	12/18/94	6325 W NORTH AVE OAK PARK, IL	NOTHRIDGE SHOPPING CENTER	C/O BLAUROCK FAMILY PARTNERSHIP 630 S. WENONAH OAK PARK, IL 60304
215.	0242	03/01/92	126 KIRKLAND CIRCLE OSWEGO, IL	DUKANE PROPERTIES, LLC	1844 HUNTERS RIDGE LANE SUGAR GROVE, IL 60554
216.	0060	05/01/84	1127 LASALLE ST. OTTAWA, IL	MR. WALTER E. BREIPOHL, THOMAS E. HAEBERLE	ILLINOIS VALLEY PROPERTIES REAL ESTATE MANAGEMENT PO BOX 1039 OTTAWA, IL 61350

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
217.	0542	11/01/67	801 DERBY STREET PEKIN, IL	THE HERGET NATIONAL BANK OF PEKIN	TRUSTEE FOR TUN LEE TOSI 33 SOUTH 4TH ST. PEKIN, IL 61554 CONTACT: JEFFREY K. LANG, TRUST OFFICER
218.	0171	06/01/93	708 W. LOUCKS PEORIA, IL	JERALD & CARLINE BUYSSE	116 E ELLINGTON DR. PEORIA, IL 61603-1002
219.	0700	02/01/87	1440 NO 24TH ST QUINCY, IL	JTP PROPERTIES	PO BOX 367 QUINCY, IL 62306 TERRY TRAEDER
220.	0734	10/15/72	4120-22 11TH STROCK ISLAND, IL	ROBERT & PATRICIA NEYENS	546 35TH AVE EAST MOLINE, IL 61244
221.	1038	10/27/98	913 W ROLLINS RD ROUND LAKE BEACH, IL	EILEEN KOTY	14 SOUTH LIBERTY BARRINGTON, IL 60010 CONTACT: BOB KOTY
222.	1029	12/01/00	850 BROOKFOREST AVE SHOREWOOD, IL	MONTANA INVESTMENTS, LLC	3101 W. JEFFERSON ST. JOLIET, IL 60435
223.	0696	01/01/87	2516 S GRAND AVE SPRINGFIELD, IL	A.S. NUDO	1500 TAYLOR AVENUE SPRINGFIELD, IL 62703
224.	0437	10/01/69	715 S BLOOMINGTON STREATOR, IL	WESTGATE, INC.	PO BOX 942 STREATOR, IL 61364
225.	0163	04/01/93	4503 N ILLINOIS ST SWANSEA, IL	CHARLES L. STINNETT, JR.	PO BOX 1272 FORSYTH, MO 65653
226.	1213	12/01/05	1920 N LEWIS AVE WAUKEGAN, IL	CBK EQUITIES L.P.	C/O DONALD MARINO PO BOX 52428 ATLANTA, GA 30355
227.	0916	04/01/99	912 E 53RD ST ANDERSON, IN	LANDMARK ASSOCIATES, LLC	C/O LANDMARK ACCOUNTS INC. P.O. BOX 1012 ANDERSON, IN 46015-1012
228.	0501	08/01/87	431 N. LINCOLN BEDFORD, IN	ROBERT C. FREEMAN	3705 E. BLUE BIRD LANE BLOOMINGTON, IN 47401-9580
229.	1214	08/01/78	3301 S. HWY 37 BLOOMINGTON, IN	CUPCAKE REALTY, LLC	3115 S WALNUT STREET BLOOMINGTON, IN 47401 (OR 3115 S HWY 37)



**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
230.	0009	06/01/74	930 WASHINGTON ST COLUMBUS, IN	HILGER, FOX & HILGER LLP	C/O QRA INC. 2545 FOXPOINTE DR., STE D COLUMBUS, IN 47203 CONTACT: PAT ZEIGLER
231.	0040	12/01/77	2501 KRATZVILLE EVANSVILLE, IN	DAVID J. NELSON	SILCO, LLC 10035 OGLESBY DR. EVANSVILLE, IN 47720
232.	0322	05/01/99	1915 COVERT EVANSVILLE, IN	ROBERT L. KOCK, PARTNER	FESK 4120 MULBERRY PLACE EVANSVILLE, IN 47714
233.	0934	05/01/94	1912 BLUFFTON RD.FORT WAYNE, IN	WOODLAWN CENTER, LTD	PAYMENTS TO: PO BOX 971350 DALLAS, TX 75397; 40 NE LOOP 410, STE 102 SAN ANTONIO, TX 78216 CONTACT: RACHAEL HURST
234.	1241	07/01/98	3432 N ANTHONY BLVD FORT WAYNE, IN	SHAMBAUGH FAMILY LTD PTP	C/O PARKE GROUP (AGENT FOR SHAMBAUGH FAMILY PARTNERSHIP) 110 W. BERRY ST., SUITE 1812 FORT WAYNE, IN 46802 CONTACT: LINDA RITTER
235.	0301	07/01/02	1663 ROSSVILLE AVE. FRANKFORT, IN	CHARLES L. COOMER	804 W. KYGER ST. FRANKFORT, IN 46041
236.	1225	11/01/76	2087 E 37TH AVE HOBART, IN	JOHN R. BARNEY	BARNEY ENTERPRISES MANAGEMENT SERVICE, INC. 617 MERRILLVILLE RD. CROWN POINT, IN 46307
237.	1025	08/25/87	4550 S EMERSON INDIANAPOLIS, IN	U GAS INVESTMENTS, INC.	895 BOLGER COURT FENTON, MO 63026
238.	1048	12/01/00	5301 W. 10TH ST INDIANAPOLIS, IN	SUZANNE GAMMON	LOR CORPORATION 6350 RUCKER ROAD, SUITE 101 INDIANAPOLIS, IN 46220 CONTACT: BETTINA E. PERRYMAN

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
239.	1066	09/01/96	3806 MADISON AVE INDIANAPOLIS, IN	GUARANTEE PROPERTIES LP	C/O ARMSTRONG DEVELOPMENTS, INC. G. WILLIAM ARMSTRONG 10654 SUNSET POINT LANE FISHERS, IN 46037
240.	1182	06/01/74	700 W LINCOLN HWY MERRILLVILLE, IN	VIRDEN HOMAN FARMS	C/O ROBERT J. VIRDEN 109 W JACKSON ALBANY, MO 64402
241.	0031	06/01/96	1111 E MCGALLIARD MUNCIE, IN	MUNCIE HOLDINGS	131 ASHDALE AVE LOS ANGELES, CA 90049 CONTACT: JENNIFER E. MOORE
242.	1178	08/01/69	9446 CALUMET AVE MUNSTER, IN	GADDIS LAND ACCOUNT, S.R. BACHNAK	1717 FISHER STREET MUNSTER, IN 46321
243.	0279	08/01/68	900 SO 9TH ST RICHMOND, IN	PAUL W. LINGLE (CONTACT: KIRK COBY)	LINGLE REAL ESTATE 801 NORTH A STREET P.O. BOX 1948 RICHMOND, IN 47374
244.	0523	11/01/89	107 N. GARDNER SCOTTSBURG, IN	C & S REAL ESTATE INVESTMENT LLC	101 W TIPTON, SUITE C SEYMOUR, IN 47274 CONTACT: DARREN COLLETT
245.	1089	04/01/02	52565 US 33 NORTHSOUTH BEND, IN	NEW WINGS OF FAITH CHURCH, INC.	ATTN: DARRIN CHAPMAN P. O. BOX 8165 SOUTH BEND, IN 46660
246.	1170	11/01/01	25295 STATE RD.#2 SOUTH BEND, IN	JSM 4JC INVESTMENT PROPERTIES, LLC	2627 S MAIN STREET SOUTH BEND, IN 46614 CONTACT: JANELL MILLER
247.	1077	08/01/98	1425 FT HARRISON TERRE HAUTE, IN	DAVID SCHIMMEL	136 LAKE SHORE TERRE HAUTE, IN 47803
248.	0682	04/01/89	US 543 WEST 50 VERSAILLES, IN	LULA SIZEMORE AND EDWIN SIZEMORE	931 W HWY 50TH VERSAILLES, IN 47042
249.	0169	01/01/56	1675 N 6TH ST VINCENNES, IN	NORMA D. RIEGLE	1508 KIMMELL RD. VINCENNES, IN 47591
250.	0487	06/01/87	908 8TH STREET COFFEYVILLE, KS	GEORGE RANDOLPH STANLEY	2540 MINNESOTA JOPLIN, MO 64804

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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251.	0424	08/01/03	2401 W. CENTRAL EL DORADO, KS	LEE AND BETTY LUINSTR	2405 W. CENTRAL EL DORADO, KS 67042
252.	0683	06/01/69	919 8TH ST HUMBOLDT, KS	JOHN SCHULTZ	PO BOX 582 CHANUTE, KS 66720
253.	0137	10/01/72	5420 STATE AVE. KANSAS CITY, KS	RALPH J. SCHLATTER	SCHLATTERS, INC. PO BOX 12488 OVERLAND PARK, KS 66828; 8730 GRANT OVERLAND PARK, KS 66212
254.	1117	08/01/74	12640 W 63RD ST SHAWNEE, KS	ROBERT VIRDEN	VIRDEN HOMAN FARMS 109 W JACKSON ALBANY, MO 64402 CONTACT: REX A. HOMAN
255.	0119	09/01/91	1729 N TOPEKA BLVD. TOPEKA, KS	ROWCO INVESTMENTS, LLC	C/O FRAN YAEGER 2238 SW VILLAGE HALL ROAD TOPEKA, KS 66614-5000
256.	0125	03/01/74	2740 KANSAS AVE TOPEKA, KS	ROBERT VIRDEN	VIRDEN HOMAN FARMS 109 W JACKSON ALBANY, MO 64402
257.	0011	04/20/99	4830 E LINCOLN WICHITA, KS	DR. DON MILLER	PO BOX 782525 WICHITA, KS 67278-2525
258.	0083	10/01/84	5010 S BROADWAY WICHITA, KS	BERBARD H. TRACHTMAN	THE HENRY COMPANY PO BOX 270349 SAN DIEGO, CA 92198
259.	0115	07/01/99	10607 W MAPLE #100WICHITA, KS	ED NEVILLE	NEVILLE FAMILY TRUST III, RITA NEVILLE, TRUSTEE 9625 W. MAPLE WICHITA, KS 67209
260.	0379	02/01/90	3635 W. DOUGLAS WICHITA, KS	MIKLOS LORIK	2232 S. OSAGE WICHITA, KS 67213
261.	0926	06/01/04	435 S. ELDORA WICHITA, KS	UNIVERSAL MOTOR FUELS, INC.	2824 NORTH OHIO PO BOX 2920 WICHITA, KS 67201 CONTACT: DENNIS MALONEY

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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262.	0138	11/01/88	2122 E. 9TH ST. WINFIELD, KS	T.E. BRANSCUM	PO BOX 651 WINFIELD, KS 67156 CONTACT: HELEN BRANSCUM
263.	0589	09/01/92	25 E DANIEL BOONE BARBOURVILLE, KY	DAVID WAYNE MILLER	107 PITZER ST. BARBOURVILLE, KY 40906-1109
264.	0154	12/01/96	510 GORDON AVE BOWLING GREEN, KY	HOUCHENS PROP. INC.	700 CHURCH ST. BOWLING GREEN, KY 42101; PO BOX 90009 BOWLING GREEN, KY 42102
265.	0503	07/01/90	3709 HWY 27 COLD SPRINGS, KY	NATIONAL CITY BANK	155 E. BROAD STREET, 1ST FLR COLUMBUS, OH 43215-0055 CONTACT: CAROL SCOTT BOYD
266.	0504	07/01/74	324 PIKE STREET COVINGTON, KY	NANCY KUCHLE	1128 CORAM ST. PARK HILLS, KY 41011-2056
267.	1138	10/01/94	997 HUSTONVILLE RD DANVILLE, KY	BILL MCANLY REALTY	1000 LEXINGTON RD. STE. #2 DANVILLE, KY 40422 CONTACT KELLY OR BETH
268.	0303	12/01/97	414 E DIXIE AVE ELIZABETHTOWN, KY	CHARLES R. CASPER, JR.	VICE PRESIDENT OF ADMINISTRATION ACCUMETRIC INC. 350 RING ROAD ELIZABETHTOWN, KY 42701
269.	0116	03/01/67	4355 DIXIE HWY ELSMERE, KY	HADLEY INVESTMENTS LLC	4401 DIXIE HWY ELSMERE, KY 41018 CONTACT: ALVIN K. HADLEY, MANAGER
270.	1259	05/24/96	8085 CONNECTOR DR FLORENCE, KY	FLORENCE ASSOCIATES, LLC, ATTN: SHARON GHEARING	C/O ASSOCIATED LAND MANAGEMENT 9349 WATERSTONE BLVD. CINCINNATI, OH 45249
271.	0225	08/01/91	1060 US HWY 127 S. FRANKFORT, KY	HUGH W. HILDRETH AND NETTIE E. HILDRETH	113 COUNTRYSIDE DRIVE LOUISVILLE, KY 40243
272.	0940	09/01/74	1314 RUSSELL CAVE LEXINGTON, KY	GEORGE KAWAJA	3579 OLYMPIA DRIVE LEXINGTON, KY 40517

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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273.	0012	04/01/93	468 US 25 SOUTHLONDON, KY	ERNEST D. TACKETT	MCKINLEY CO., INC. P.O. BOX 1240 LONDON, KY 40743-1240
274.	0484	01/01/91	412 S LAUREL RD LONDON, KY	ERNEST D. TACKETT	MCKINLEY CO., INC. P.O. BOX 1240 LONDON, KY 40743-1240
275.	1171	03/01/72	7515 PRESTON HWY. LOUISVILLE, KY	JOHN B. TAYLOR, JR., PRESIDENT	TAYLOR PROPERTIES, INC. GLENWOOD ROAD LOUISVILLE, KY 40222
276.	1172	06/01/83	1620 BANK STREET LOUISVILLE, KY	BILL BROWN	2515 BRUNSWICK ROAD CHARLOTTESVILLE, VA 22903
277.	1267	04/01/95	6600 TERRY RD LOUISVILLE, KY	JOSEPH RAYMOND WINRICH	MC & WIN PROPERTIES, LLC 2315 PIKES PEAK BLVD. LOUISVILLE, KY 40214
278.	0092	03/01/04	1124 US 68 RM5 MAYSVILLE, KY	BLUEGRASS CENTER, LLC	C/O KRAVETZ REALTY GROUP, LLC 95 ALLENS CREEK ROAD, BLDG ONE ROCHESTER, NY 14618
279.	1040	07/01/04	1811-B MONMOUTH ST NEWPORT, KY	JAIMIE NIEMCZURA	NEWPORT COMPANY PO BOX 399 NEWPORT, KY 41072; 1727 MONMOUTH ST. NEWPORT, KY 41071
280.	0208	05/01/95	1920 W 4TH ST OWENSBORO, KY	DONALD YOUNG AND LINDA YOUNG	1826 AIRPORT ROAD, OWENSBORO, KY 42301-9453
281.	0412	03/01/94	887 S. HWY. 27 SOMERSET, KY	SOMERSET T PROPERTIES C/O LORI WALLACE	4195 S HWY 27 SOMERSET, KY 42503
282.	0857	01/01/02	204 VINE ST WILDER, KY	FRED MACKE, JR.	KEY STORE ASSOCIATES, LLC C/O C.A. WASSON CO. 645 HIGHLAND AVE., B6 FT. THOMAS, KY 41075
283.	0371	01/01/99	1398 N MAIN ST WILLIAMSTOWN, KY	REAVIS B. STACEY	1214-C NORTH MAIN ST. WILLIAMSTOWN, KY 41097

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
284.	0282	12/01/98	1030 LEXINGTON ST WINCHESTER, KY	TOM PERRY	3884 BECKNERVILLE ROAD WINCHESTER, KY 40391
285.	0226	07/15/86	3710 S. MACARTHUR ALEXANDRIA, LA	LINDA DALE	PETRON, INC. P.O. BOX 8718 ALEXANDRIA, LA 71306
286.	0684	08/01/97	250 VANDENBURG DRALEXANDRIA, LA	GLEN AND PATRICIA D'AMICO	C/O SOUTHERN EMBLEM 250 VANDENBURG DRIVE ALEXANDRIA, LA 71303
287.	1177	12/01/02	5215 LEO ST. ALEXANDRIA, LA	BRYAN L. BOSSIER, SR. AND DEBRA BOSSIER NORMAN	PO BOX 7177 ALEXANDRIA, LA 71306
288.	0885	07/01/98	13122 MORLAIX COURT BATON ROUGE, LA	KURZ & HERBERT COMMERCIAL REAL ESTATE, INC.	PO BOX 80301 BATON ROUGE, LA 70898
289.	0284	10/01/87	2026 S COLUMBIA RD BOGALUSA, LA	J & S SCIANNA, LLC	1428 BEAVER CIRCLE BOGALUSA, LA 70427
290.	0658	12/01/92	2002 E. TEXAS, STE B BOSSIER CITY, LA	BUDDY SMITH	2117 SHED ROAD, SUITE A, BOSSIER CITY, LA 71111; PO BOX 5770 BOSSIER CITY, LA 71171
291.	0953	06/13/03	VIKING DRIVE BOSSIER CITY, LA	GREG PAGE	EMERALD COMPANIES 400 TRAVIS ST., SUITE 402 SHREVEPORT, LA 71101
292.	0632	10/01/90	1795 SO. MORRISON #1 HAMMOND, LA	DENISE S. BARRETT	800 RUE DE LA PAIX HAMMOND, LA 70403
293.	0967	07/10/97	1217 VETERANS HWY KENNER, LA	JOHN & BEVERLY FISCHER	13565 THORNCREEK CIRCLE THORNTON, CO 80241
294.	0306	01/01/87	1212 TEXAS AVE. NATCHITOCHES, LA	JIMMY D. LONG, JR.	4133 HWY 6 NATCHITOCHES, LA 71457
295.	0419	07/01/02	2850 HWY 28 EAST PINEVILLE, LA	CATAHOULA GROUP LLC	PO BOX 761 JONESVILLE, LA 71343 PHYSICAL ADDRESS: 322 BROOKS ROAD JONESVILLE, LA 71343

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
296.	0577	01/01/85	1725-E NORTH HEARNE SHREVEPORT, LA	MGK INVESTMENTS, LLC	6909 QUERBES SHREVEPORT, LA 71106
297.	0755	12/01/61	647 ANDOVER STREET LAWRENCE, MA	ANN BRIDE	HIGGINS ASSOCIATES 12 HIDDEN ROAD ANDOVER, MA 01810
298.	0939	04/01/91	323 DALTON AVE PITTSFIELD, MA	MARK E. HADDAD	HADDAD'S RUG COMPANY 32 BANK ROW PITTSFIELD, MA 01201 CONTACT: ROBERT HOLMES OR PAUL HADDAD
299.	0252	07/01/97	205 CHANDLER STWORCESTER, MA	CHANDLER REALTY ADVISORS C/O ERIC BERTZ	299 DAVIS STREET NORTHBOROUGH, MA 01532
300.	1184	09/01/98	ANDREWS MANOR SHOP. CAMP SPRINGS, MD	CONSORTIUM ONE- ANDREWS MANOR, LLC C/O FINARC MAGMT	4733 BETHESDA AVENUE, SUITE 650 BETHESDA, MD 20814 ATTN: JACQUI WATERS, PROPERTY MANAGER
301.	1240	04/01/00	931 NATIONAL HWY LAVALLE, MD	AFD HOLDING, LLC	ATTN: BILL TOMPKINS 951 NATIONAL HIGHWAY LAVALLE, MD 21502
302.	0318	06/01/97	LEONARDTOWN RD (MECHANICSVILLE RETAIL CENTER) MECHANICSVILLE, MD	JOHN K. PARLETT, JR.	CMI ASSOCIATES, LLC 30071 BUSINESS CENTER DRIVE CHARLOTTE HALL, MD 20622
303.	0905	02/15/98	E MAIN & WARD STS SALISBURY, MD	BEDSWORTH LIFETIME TRUST C/O FAW CASSON & CO., LLP	P. O. BOX 718 OCEAN CITY, MD 21843 CONTACT: REGINA M. MONTAGNA, CPA (AGENT FOR TRUST)
304.	1022	08/20/74	3675 LEONARDTOWN RD WALDORF, MD	DONALD J. MARINO	CBIM EQUITIES, LP C/O DON MARINO PO BOX 52428 ATLANTA, GA 30355
305.	0381	03/01/61	660 MINOT AVE AUBURN, ME	DAVID A. COHEN	47 CAMINO BOTANICA SANTA FE, NM 87507

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
306.	0746	11/01/68	14 LEGION FIELD ROAD FRYEBURG, ME	THE TOWN OF FRYEBURG	16 LOVEWELLS POND ROAD FRYEBURG, ME 04037
307.	0825	05/15/89	BRADLEY & PINE FRYEBURG, ME	ARTHUR HEATH AND MARTHA HEATH	FRYEBURG, ME 04037
308.	0237	12/01/00	185 MAIN STREET SPRINGVALE, ME	LIONEL SEVIGNY	VILLAGE GREEN ASSOCIATES 631 HANSON RIDGE RD. SPRINGVALE, ME 04083
309.	1194	07/17/00	410 KENNEDY MEM. DR WATERVILLE, ME	CHRISTINE A. SHELLY	4837 S. 1ST ST. ARLINGTON, VA 22204
310.	0324	05/01/00	669 ROOSEVELT TRAIL WINDHAM, ME	AL CUSHMAN	PO BOX 276 FRIENDSHIP, ME 04547
311.	0202	05/01/91	824 N EUCLID BAY CITY, MI	JAMES ROWLEY	BROOKWAY LLC 5304 BROOKWAY DRIVE BAY CITY, MI 48706
312.	0949	10/01/98	6870 S. TELEGRAPH DEARBORN HEIGHTS, MI	SAM SALMAN	TEL-WARREN VENTURES, LLC 3194 E. BRADFORD DR. BLOOMFIELD, MI 48301
313.	0910	07/01/92	22341 KELLY RDEASTPOINTE, MI	PETER VITALE	PO BOX 183460 UTICA, MI 48318
314.	1129	11/01/98	535 E.9 MILE RD. FERNDAL, MI	SAM KEMERKO	KEMERKO FERNDAL LLC PO BOX 250341 W. BLOOMFIELD, MI 48325
315.	0191	04/01/94	3019 W PASADENA FLINT, MI	JOHN M. BOURBEAU	129 NORTH GRAND TRAVERSE FLINT, MI 48503
316.	1153	02/01/89	740 LAMOREAUX DR. GRAND RAPIDS, MI	BRIAN SIKMA	5510 CASCADE RD SE, STE. 220 GRAND RAPIDS, MI 49546
317.	1215	02/01/75	1029 E. MILLERS RD LANSING, MI	JOHN DOEZEMA	P.O. BOX 481 SPRING LAKE, MI 49456
318.	0732	02/01/70	2625 THIRTEENTH ST. MENOMINEE, MI	RICHARD D. STURM	TST INVESTMENTS 3019 HARBOR WINDS DR. SUAMICO, WI 54173



Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
319.	0285	08/25/86	2063 E LAKETON AVE MUSKEGON, MI	WILMA L. SENG, TRUSTEE	WILMA L. SENG REVOCABLE TRUST 4445 S. 198TH AVE. HESPERIA, MI 49421
320.	1001	02/01/98	3390 BAY ROAD SAGINAW, MI	DONALD J. MARINO	CBC EQUITIES, LTD. 4265 MARINA CITY DRIVE, STE 701 MARINA DEL REY, CA 90292
321.	1026	01/01/97	14750 FORT STREET SOUTHGATE, MI	PETER BLOND	2216 SW LONGWOOD DR PALM CITY, FL 34990
322.	0176	06/01/71	3203 EASTERN AVE WYOMING, MI	ROBB FAMILY INVESTMENTS LLC	4551 WHISPERWOOD CT, SE KENTWOOD, MI 49508
323.	0847	07/07/04	5960 BURLINGAME SW WYOMING, MI	DAN HIBMA	5960-B, LLC 1701 PORTER ST., SW WYOMING, MI 49509
324.	0903	08/22/04	1633 28TH ST. S.W. WYOMING, MI	1633 28TH STREET, LLC	C/O VILLAGE INN PLAZA 30840 NORTHWESTERN HWY, STE 130 FARMINGTON HILL, MI 48334
325.	0863	01/01/92	1201 CLIFF ROAD BURNSVILLE, MN	THE STEVEN HOYT CO DBA HOYT PROPERTIES INC	708 S THIRD ST STE 108 MINNEAPOLIS, MN 55415
326.	0170	06/01/04	3803 THIRD AVE. NORTH MANKATO, MN	KENNETH W. AND SUSAN K. CHRISTENSON	6300 SHAMROCK DRIVE MADISON LAKE, MN 56063
327.	1281	05/22/89	121 SIOUX ROAD MANKATO, MN	JEROME RICHARD REVOCABLE TRUST C/O EDWARD RICHARD	2701 PALM CIRCLE WEST GALVESTON, TX 77551
328.	0972	05/25/87	2146 WHITE BEARMAPLEWOOD, MN	RAP HEART, LLC	940 THIRD AVE., 3RD FLOOR NEW YORK, NY 10022
329.	0101	10/01/97	2701 HWY 10 NORTH E MOUNDS VIEW, MN	EMPIRE ONE, LLC	C/O NEXUS COMMUNICATIONS 2210 E LAKE ST. MINNEAPOLIS, MN 55407
330.	1257	03/01/02	39 FIRST AVE. SOUTH WAITE PARK, MN	AMY CHRISTENSEN	INDEPENDENCE CENTER, INC. 51 FIRST AVENUE SOUTH WAITE PARK, MN 56387

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
331.	0199	11/01/02	1781 JEFFCO BLVD. ARNOLD, MO	MARK PERKINS	MARK C. PERKINS TRUST 343 BLUFF VIEW CIRCLE ST. LOUIS, MO 63129 CONTACT: MARK PERKINS
332.	0476	07/01/90	6254 U S HWY 61 & 67 BARNHARDT, MO	STOR-RITE, INC.	5435 DOBER LANE ST. LOUIS, MO 63129
333.	1163	12/01/93	1606 SOUTH 7 HWY BLUE SPRINGS, MO	GEORGE T. WARD	GEORGE WARD BUILDERS, INC. 1000 S. WOODS CHAPEL ROAD BLUE SPRINGS, MO 64015 GORDON P. BRAUN, GENERAL MANAGER
334.	0634	03/01/86	1220 11TH STREET BOONVILLE, MO	LARRY SIECKMANN	25060 HIGHLAND SCHOOL RD. BOONVILLE, MO 65233 CONTACT LARRY OR BETTY
335.	0397	10/01/79	870 N KINGS HWY CAPE GIRARDEAU, MO	JIM CRAIN	2322 KENNETH CAPE GIRARDEAU, MO 63701
336.	1006	01/01/04	103 INDUSTRIAL DR. CARUTHERSVILLE, MO	ROBBIE MARTIN	ALATEN PROPERTIES PO BOX 2177 MUSCLE SHOALS, AL 35662
337.	0383	10/01/84	801 N WASHINGTON ST CHILLICOTHE, MO	INEZ L. FRANKLIN	2111 MEDOWLANE DRIVE CHILLICOTHE, MO 64601 OTHER CONTACT: DAN TURNER 1911 POLK CHILLICOTHE, MO 64601
338.	0019	07/01/99	421 N. STATE ST. DESLOGE, MO	RANDY BLACK	2557 JACQUES DRIVE, BRH 35 BONNE TERRE, MO 63628
339.	0017	08/01/95	910 E. KARSCH BLVD. FARMINGTON, MO	RANDY AND/OR CONNIE BLACK	2557 JACQUES DRIVE, BRH 35 BONNE TERRE, MO 63628
340.	1009	06/20/91	8008 N. LINDEBERGH BLVD HAZELWOOD, MO	MARLA NORTH LINDBERG, LLC	C/O MARC GOLDFARB 2525 S BRENTWOOD BLVD., STE 103 ST. LOUIS, 63144
341.	0711	02/01/61	307 N HWY 291 INDEPENDENCE, MO	JAMES AND DOROTHY KUHN	14901 E. 34TH ST. INDEPENDENCE, MO 64055

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
342.	1195	07/01/02	1433 NOLAND RD.INDEPENDENCE, , MO	CHARLIE FRANKLIN	3600 S. NOLAND ROAD, STE. C INDEPENDENCE, MO 64055
343.	0100	02/01/96	4722 N E VIVION RD KANSAS CITY, MO	SHELTON E. BOWER	B H & W ASSOCIATES 136 THE WOODLANDS KANSAS CITY, MO 64119
344.	0158	03/01/91	5429 BLUE PARKWAY KANSAS CITY, MO	PAUL P. & ESTHER T. DUREKA	8816 EAST 62ND ST. RAYTOWN, MO 64133-3720
345.	0876	05/01/98	CAVES SUITE 324,330 - IBC WHSE KANSAS CITY, MO	DEAN REALTY CO	ATTN: BRIAN K HEDRICK 10 E CAMBRIDGE CIRCLE DR. STE 300 KANSAS CITY, KS 66103
346.	0545	07/01/02	19601 HWY 127 N LA MONTE, MO	HWY 127 N. ENTERPRISES, LLC, JERRY METCALF, PRESIDENT	PO BOX 696 CONCORDIA, MO 64020 CONTACT: STEVE KRAUSE
347.	0140	06/01/87	208 W. BLAND RD LEBANON, MO	DARRELL KAYS, PARTNER	SGK PARTNERSHIP PO BOX 1249 LEBANON, MO 65536; 1658 SOUTH CHAPEL DRIVE SPRINGFIELD, MO 65809 DARRELL KAYS/S. SWAIM
348.	0095	6/1/1997	925 WEST LIBERTY DR LIBERTY, MO	TIM HARRIS, PRESIDENT	STAR DEVELOPMENT CORP. 244 W. MILL ST., SUITE 101 LIBERTY, MO 64068 TOM SLOAN, PROPERTY MANAGER
349.	0592	08/01/91	1102 E FIRST ST MARYVILLE, MO	KERMIT AND MARY ANN LAGER	35216 350TH ST. CONCEPTION JUNCTION, MO 64334
350.	0442	09/01/97	1805 WEST BLVD MEXICO, MO	JAMES W. SPARGO	1509 PINELAWN CT. MEXICO, MO 65265
351.	0610	09/01/66	1510 NORTH MORLEY MOBERLY, MO	DEAN MILLER	MOBERLY MOTOR COMPANY INC. PO BOX 249 MOBERLY, MO 65270
352.	0702	12/01/80	W BUSINESS HWY 60 MOUNTAIN GROVE, MO	DORIL AND ELAINE LEASCHER	303 E STATE STREET MOUNTAIN GROVE, MO 65711

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
353.	0111	11/01/91	222 O'FALLON PLAZA O'FALLON, MO	JIM BLECHLE, PRESIDENT	JAYRICH CORPORATION PO BOX 301 O'FALLON, MO 63366-0301 PHYSICAL ADDRESS: 120 O'FALLON PLAZA O'FALLON, MO 63366
354.	1196	06/01/98	2801 OAK GROVE POPLAR BLUFF, MO	BOOTHEEL BANCORP, INC.	C/O SCOTT SPENCER 2911 NORTH WESTWOOD BLVD. POPLAR BLUFF, MO 63901
355.	0037	06/01/75	6625 RAYTOWN ROADRAYTOWN, MO	RAYTOWN CENTRE SHOPS, LLC	P. O. BOX 88144 CAROL STREAM, IL 60188
356.	0016	10/01/84	1381 S BISHOP AVE ROLLA, MO	THOMAS J. BAHR, C.P.A.	PO BOX 1006 ROLLA, MO 65402; 407 WEST FOURTH ST. ROLLA, MO 65401
357.	0357	01/01/87	312 SOUTH KENTUCKY SEDALIA, MO	STEVEN FRITZ, ESQ.	LAW OFFICES OF STEVEN A. FRITZ 202 WEST FOURTH SEDALIA, MO 65301
358.	0886	01/01/86	1219 E DIVISION SPRINGFIELD, MO	EMMA HUFF	1449 EAST SNIDER SPRINGFIELD, MO 65803
359.	0018	11/01/87	4530 LEMAY FERRY RD ST. LOUIS, MO	JOHN GREFFET OR JANENE BERRA	TERRA HOLDING CO., INC. 5091 BAUMGARTNER ROAD ST. LOUIS, MO 63129 CONTACT: JANENE BERRA OR JOLENE BLECHA
360.	0152	09/01/92	10159 WATSON ROAD ST. LOUIS, MO	RUSSELL BECKER	8821 BRACKEN CIRCLE AFFTON, MO 63123-1110
361.	0196	05/01/89	8411 GRAVOIS ST. LOUIS, MO	GENEVIEVE M. ENGER	1393 BOWLES AVENUE, APT. 309 FENTON, MO 63026
362.	0246	07/01/99	430 E. GRAVOIS ST. CLAIR, MO	ST. CLAIR R-XIII SCHOOL DISTRICT	905 BARDOT STREET ST. CLAIR, MO 63077
363.	0562	11/04/65	400 SO. BELT HWY ST. JOSEPH, MO	TIM FIELDS, O.D.	2320 N. BELT HIGHWAY ST. JOSEPH, MO 64506

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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364.	0441	05/01/97	103 N MADISON WEBB CITY, MO	DR. CLYDE AND MARILYN YOUNG	15118 SPRINGVIEW STREET TAMPA, FL 33624-2332
365.	0593	10/01/03	803 E MAIN WEST PLAINS, MO	JOHN FELLER	829 EAST MAIN WEST PLAINS, MO 65775
366.	1090	06/01/00	550 CHOCTAW ST CLARKSDALE, MS	ROBBIE MARTIN	ALATEN PROPERTIES PO BOX 2177 MUSCLE SHOALS, AL 35662
367.	0664	08/01/85	802 ALABAMA ST COLUMBUS, MS	VAGHN DEDEAUX	P.O. BOX 9371 COLUMBUS, MS 39703
368.	0177	05/01/74	414 S CASS ST CORINTH, MS	E. MITCHELL HOUGH	PO BOX 1818 OZARK, MO 65721
369.	0703	01/01/94	1515 HIWAY 82 EASTGREENVILLE, MS	MAY'S WHOLESALE DRY GOODS COMPANY	618 WASHINGTON AVENUE GREENVILLE, MS 38701
370.	0384	04/01/74	1200 SUNSET DRIVE GRENADA, MS	W. GLADWIN CARPENTER	PO BOX 246 GRENADA, MS 38902-0246
371.	0342	08/01/95	450 DEDEAUX RD GULFPORT, MS	ANNA STEWART	2305 ROBERT DRIVE GULFORT, MS 39503-3611
372.	0413	08/01/95	324 RAYMOND RD JACKSON, MS	SUSAN DOWELL	8450 SOUTHBRIDGE DR. #4 FORT MEYERS, FL 33912
373.	0203	01/01/92	910 LOCUST ST MCCOMB, MS	KATHLEEN RUSSELL	KRMR INVESTMENTS, LLC PO BOX 409 HAZLEHURST, MS 39083
374.	0427	09/01/88	4901 7TH ST MERIDIAN, MS	DON BOUNDS	PO BOX 3834 MERIDIAN, MS 39303
375.	0206	05/01/90	204 DEVEREAUX DR NATCHEZ, MS	CHARLES M. LAIRD	PO BOX 1226 NATCHEZ, MS 39121
376.	1108	6/1/2003	300 HERITAGE DR. OXFORD, MS	ROBBIE MARTIN	ALATEN PROPERTIES PO BOX 2177 MUSCLE SHOALS, AL 35662

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
377.	0141	01/01/03	307 WALKER CIRCLE RICHLAND, MS	JACK D. HOLMES	M J INVESTMENTS, LLC PO BOX 180549 RICHLAND, MS 39218 PHYSICAL ADDRESS: 535 OLD HIGHWAY 49 SOUTH RICHLAND, MS 39218
378.	1197	08/01/96	210 WILSON DR SENATOBIA, MS	ROBBIE MARTIN	MARTIN/AYCOCK PROPERTIES PO BOX 2177 MUSCLE SHOALS, AL 35662
379.	0071	08/01/98	340 GOODMAN RD SOUTHAVER, MS	JOE POPPENHEIMER	1018 GOODMAN ROAD HORN LAKE, MS 38637
380.	0443	01/01/90	419 CROSSOVER ROAD TUPELO, MS	WILLIAM H. ALLEN, JR.	ALLEN AND DODGE PROPERTIES PO BOX 1688 TUPELO, MS 38802
381.	0936	07/01/98	5548 CLIFF GOOKIN TUPELO, MS	ALATEN PROPERTIES	PO BOX 2177 MUSCLE SHOALS, AL 35662
382.	0051	09/01/86	1211 MAIN STREET BILLINGS, MT	HARLEY G. HOVEN	1211 MAIN ST. BILLINGS, MT 59105
383.	0219	01/01/01	2750 OLD HARDIN RD, SUITE E BILLINGS, MT	CHRIS BAKWIN	PO BOX 1542 BOZEMAN, MT 59715
384.	0325	08/01/94	3203 HENESTA DRIVE BILLINGS, MT	BOB & NATALIE JENKINS	CENTURY WAREHOUSING, INC. PO BOX 962 LIVINGSTON, MT 59047
385.	0611	08/01/78	801 16TH ST. WESTBILLINGS, MT	WARREN T. GEORGE	PO BOX 22981 BILLINGS, MT 59104 PHYSICAL ADDRESS: 1200 BLAIR LANE #1 BILLINGS, MT 59102
386.	0074	01/26/72	1525 N ROUSE STREET BOZEMAN, MT	CENTURY WAREHOUSING, INC.	CENTURY WAREHOUSING, INC. PO BOX 962 LIVINGSTON, MT 59047
387.	0033	12/29/69	3730 HARRISON AVE BUTTE, MT	DRYDEN PROPERTIES	ATTN: GARY DRYDEN 139 SHIRLEY WAY ANACONDA, MT 59711

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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388.	0637	10/26/92	338 N CENTRAL CUT BANK, MT	ROBERT C. JENKINS	CENTURY WAREHOUSING, INC. PO BOX 962 LIVINGSTON, MT 59047
389.	0546	09/01/91	720 N. SARGENT AVE GLENDDIVE, MT	BLUE SKY INC.	ATTN: DENNIS J SNOW 444 SCHMIDT LANE GLENDDIVE, MT 59330
390.	0050	11/01/67	327 9TH ST GREAT FALLS, MT	REBECCA YOUNGSTROM	YOUNGSTROM PROPERTIES 2311 NE HANCOCK PORTLAND, OR 97212
391.	0153	10/01/00	3400 10TH AVE SOUTH GREAT FALLS, MT	LES EASTMAN	16903 INGLEWOOD ROAD, NE KENMORE, WA 98028
392.	0182	07/15/81	600 NORTHWEST BYPASS GREAT FALLS, MT	JACK PALMER	C/O PALMER LEASING COMPANY PO BOX 251 LAKESIDE, MT 59922
393.	1073	09/01/97	4414 N STAR BLVD GREAT FALLS, MT	BOB & NATALIE JENKINS	CENTURY WAREHOUSING, INC. PO BOX 962 LIVINGSTON, MT 59047
394.	0685	09/01/71	CEMETERY ROAD HARDIN, MT	JEAN DEVORE	PO BOX 336 HARDIN, MT 59034
395.	0228	10/01/90	2ND & MONTANA HAVRE, MT	LEONARD MOTARI	1523 MEADOWLARK DR. GREAT FALLS, MT 59404
396.	0210	10/01/94	1736 N MONTANA AVE HELENA, MT	KERMIT J. MUELLER	PO BOX 4878 HELENA, MT 59604
397.	0917	03/01/99	2155 HIGHWAY 2 WEST KALISPELL, MT	JACK HOWELL	2769 PECKINS RD. HONOR, MI 49640-9536
398.	0444	11/01/94	1533 US HWY 212 SOUTH LAUREL, MT	BOB & NATALIE JENKINS	CENTURY WAREHOUSING, INC. PO BOX 962 LIVINGSTON, MT 59047
399.	1301	02/01/05	64 H STREET LEWISTOWN, MT	CENTURY WAREHOUSING, INC.	ATTN: BOB OR NATALIE JENKINS PO BOX 962 LIVINGSTON, MT 59047
400.	0652	09/01/93	103 NORTH N ST. LIVINGSTON, MT	BOB & NATALIE JENKINS	CENTURY WAREHOUSING, INC. PO BOX 962 LIVINGSTON, MT 59047

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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401.	0647	05/01/86	3407 BUTLER STREETMILES CITY, MT	DENNIS MULLER	PO BOX 1125 MILES CITY, MT 59301
402.	0891	06/01/91	3490 S. RESERVE ST MISSOULA, MT	JOSEPH O. & JOHN N. ETCHART, THE N3 COMPANY	P.O. BOX 429 GLASGOW, MT 59230
403.	0712	01/01/94	E SHORE RT HWY 35 POLSON, MT	JEFF NELSON	37167 HYW 35 POLSON, MT 59860
404.	0748	06/01/91	621 E MAIN SIDNEY, MT	KENDAL KALLEVIG	120 2ND AVE. SW SIDNEY, MT 59270
405.	0368	09/01/85	US HWY 91 WEST YELLOWSTONE, MT	DEEP WELL RANCH	ATTN: NEAL PRINGLE PO BOX 710 WEST YELLOWSTONE, MT 59578
406.	0749	11/01/79	117 3RD AVE. SOUTH WOLF POINT, MT	ELDON DSCHAAK	121 ANACONDA ST. WOLF POINT, MT 59201
407.	1226	02/01/93	138 HWY 740 ALBEMARLE, NC	MS. ELLIE L. VALENSTEIN	LUCKY REALTY PO BOX 36509 CHARLOTTE, NC 28236-6509
408.	1120	04/01/85	2000 S FAYETTEVILLE ASHEBORO, NC	KENNETH CORNWELL	2013 SOUTH FAYETTEVILLE ST. ASHEBORO, NC 27203
409.	1109	05/01/93	RTE 6, HWY 105 BYPASS BOONE, NC	JAMES HODGES	810 PARKCREST DR. BOONE, NC 28607
410.	1130	06/01/00	1027 CHAPEL HILL RD BURLINGTON, NC	BURLINGTON RENTALS	2333 S. CHURCH STREET BURLINGTON, NC 27215
411.	0313	11/01/83	2448 FREEDOM DRIVE CHARLOTTE, NC	MARSH MORTGAGE	PO BOX 35329 CHARLOTTE, NC 28235
412.	1233	09/01/96	803 W CONOVER BLVD W CONOVER, NC	PAUL WELLS	5849 WELLS HOLLOW RD. HAMPTONVILLE, NC 27020
413.	0881	10/01/96	802 E GEER ST. DURHAM, NC	C. B. DAUGHTRIDGE	FALLSTAR ASSOCIATES, LLC PO BOX 353 ROCKY MOUNT, NC 27802-0353
414.	1091	08/01/03	403 WEST KINGS HWY EDEN, NC	DAVE SEXTON	PO BOX 2215 EDEN, NC 27289-2215



**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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415.	0468	06/01/94	2910 RAMSEY ST.FAYETTEVILLE, NC	CHARLES T. HAIGH	HAIGH & HOLLAND AGENTS, F. C. FRANKLIN MARITAL TRUST PO BOX 53951 FAYETTEVILLE, NC 28305
416.	0919	06/01/03	3168 NATAL RD. FAYETTEVILLE, NC	DARWIN C. & SONJA G. PARRISH	4203 INDIANA AVE. WINSTON-SALEM, NC 27105
417.	0020	05/16/96	1204 N BERKELEY BLVD GOLDSBORO, NC	KEN FALLIN	1206 H NORTH BERKELEY BLVD GOLDSBORO, NC 27534
418.	0514	05/01/86	OLD NORLINA HWY HENDERSON, NC	IRENE E. WHALEY C/O PATRICIA PULLEY	P.O. BOX 1788 HENDERSON, NC 27536; 309 YOWLAND ROAD HENDERSON, NC 27536
419.	0660	09/01/94	116 DABNEY DR HENDERSON, NC	QUALITY CORNER CORPORATION	P.O. BOX 769 HENDERSON, NC 27536 CONTACT W.D. WESTER, JR.
420.	0485	04/01/79	2430 ONSLOW DR. JACKSONVILLE, NC	TERRELL & ASSOCIATES, INC.	107 DOVER LANE JACKSONVILLE, NC 28540-4584 WILLIAM S. TERRELL
421.	0205	02/01/93	HWY 21 SOUTH (224 SOUTH BRIDGE ST) JONESVILLE, NC	LITTLE CREEK APTS OFFICE, KIRK, KIRK, & SHOOP	203 SOUTH JONESVILLE BLVD. JONESVILLE, NC 28642-2301 CONTACT: DELBERT KIRK
422.	0168	04/01/90	HIGHWAY 64 LEXINGTON, NC	NAB PARTNERS, LLC	510 INDIAN WELLS CIRCLE LEXINGTON, NC 27295
423.	0178	06/01/89	1397 E 5TH LUMBERTON, NC	DARWIN C. PARRISH	PO BOX 232 PFAFFTOWN, NC 27040
424.	0691	04/01/85	2755 ROBERTS AVE. LUMBERTON, NC	CHARLES ATKINSON FAMILY TRUST	C/O BB & T WEALTH MANAGEMENT PO BOX 1727 WILMINGTON, NC 28402
425.	0446	06/01/02	1068 HWY 64-264 MANTEO, NC	KOTARIDES ENTERPRISES, INC.	PO BOX 2056 NORFOLK, VA 23510
426.	0120	05/01/96	2547 PINEY GREEN RD MIDWAY, NC	RANDOLPH THOMAS, PRESIDENT	337-C-1 CENTER STREET JACKSONVILLE, NC 28546

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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427.	0159	08/01/94	810 W LEBANNON MT AIRY, NC	PAUL B. WELLS	5849 WELLS HOLLOW RD. HAMPTONVILLE, NC 27020
428.	0121	11/01/96	HIGHWAY 17 SOUTH NEW BERN, NC	TYSON & HINES INVESTMENTS, CHARLES F. TYSON	P.O. BOX 626 NEW BERN, NC 28560
429.	0871	12/01/96	1101 TRANSPORT DRRALEIGH, NC	POPE INDUSTRIAL PARK I, FINLEY COMMERCIAL REALTORS, ATTN: DUKE FINLEY	P.O. BOX 97215 RALEIGH, NC 27624-7215
430.	1198	01/01/82	WILDER GROVE LANE RALEIGH, NC	T. ED BAILEY, WILDER GROVE ASSOCIATES	P.O. BOX 464 RALEIGH, NC 27602 CONTACT: JANE HOWE
431.	0432	07/10/87	537 WELDON RD. ROANOKE RAPIDS, NC	ALVIN W. LILES	1976 EASTERN SHORES RD. LITTLETON, NC 27850
432.	1110	11/01/90	HWY 74 ROCKINGHAM, NC	J. CALVIN SUMMEY	HEARTHSIDE HOMES PO BOX 7 MAULDIN, SC 29662 CONTACT: BUDDY SUMMEY
433.	0661	09/01/96	4098 SUNSET AVE ROCKY MOUNT, NC	GEORGE GRIFFIN	ROCKY MOUNT STOP & SHOP INC. 4104 SUNSET AVENUE ROCKY MOUNT, N 27801
434.	1216	06/01/96	922 BENVENUE RD ROCKY MOUNT, NC	FALLSTAR COMPANY	C/O C. B. DAGHTRIDGE 4419 MEADOWBROOK ROAD ROCKY MOUNT, NC 27801
435.	1287	08/16/01	2841 N. CHURCH ST. ROCKY MOUNT, NC	CHAMBLISS & RABIL COMMERCIAL REALTY, C/O LEE MEARS	STATION SQUARE MALL 301 SOUTH CHURCH ST ROCKY, STE 10 MOUNT, NC 27804
436.	0927	11/01/01	2222 STATESVILLE BL SALISBURY, NC	CHARLES JORDAN	3301 CHAUCER DRIVE CHARLOTTE, NC 28210
437.	0445	05/01/93	HWY 17 NORTHSIDE DR SHALLOTTE, NC	INMAN INVESTMENTS, LLC	P.O. BOX 57 SHALLOTTE, NC 28459
438.	0663	06/01/77	HWY 301 S BUSINESS SMITHFIELD, NC	JOHANNA K. PARKER	114 HAMILTON DR. SMITHFIELD, NC 27577

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
439.	0520	05/01/02	803 JULIAN AVE. THOMASVILLE, NC	RAY W. EDWARDS, HOLLY HILL STATION, INC.	2334 ENGLISH ROAD HIGH POINT, NC 27262-8056; SUE BRAMMER PO BOX 6535 HIGHT POINT, NC 27262
440.	0373	03/27/80	ROUTE 6, BOX 37 (HIGHWAY 130) WHITEVILLE, NC	JUANITA H. STANLEY	P.O. BOX 725 WHITEVILLE, NC 28472
441.	0420	09/01/89	W NC HWY 268 WILKESBORO, NC	KAREN HAMBY	PO BOX 761 LAUREL LANE BLOWING ROCK, NC 28605
442.	0653	01/01/94	HWY 64 WILLIAMSTON, NC	HELEN CAMPBELL	13 HORIZON HILL RD. ASHEVILLE, NC 28804
443.	1034	01/01/92	102 S KERR AVEWILMINGTON, NC	HERBERT FISHER, COASTAL REALTY COMPANY	1608 MARKET STREET WILMINGTON, NC 28401
444.	0937	02/01/97	101 POLO ROAD WINSTON-SALEM, NC	DARWIN C. AND SONJA G. PARRISH	P.O. BOX 232 PFAFFTOWN, NC 27040
445.	0605	12/16/70	645 E. VILLARD DICKINSON, ND	RAKOWSKI TRUST, ATTN: GLADYS M. RAKOWSKI	830 2ND AVENUE EAST, APT. 108 DICKINSON, ND 58601
446.	0124	12/10/75	104 20TH AVE SW MINOT, ND	GARY LINDQUIST	P.O. BOX 1576 MINOT, ND 58702-1576 PHYSICAL ADDRESS: 1625 4TH STREET SW MINOT, ND 58701-6205
447.	0750	12/01/00	HWY 2 WEST RUGBY, ND	JAMES BAUER	228 2ND STREET SE RUGBY, ND 58368
448.	0579	1/21/1975	521 2ND ST. WEST WILLISTON, ND	OKSOL FAMILY TRUST	C/O FIRST NATIONAL BANK & TRUST CO., TRUSTEE PO BOX 1827 WILLISTON, ND 58802-1827
449.	0173	08/01/94	504 GALVIN RD BELLEVUE, NE	EXCEL PROPERTIES LLC C/O EDUARDO J. ROMERO	P. O. BOX 7143 OMAHA, NE 68107

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**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
450.	0307	9/27/1977	48TH & HARTLEY LINCOLN, NE	ROBERT AND MARIA RICHTER	1224 PELICAN BAY LINCOLN, NE 68528
451.	0143	02/01/84	1026 S 13TH ST NORFOLK, NE	NEBRASKSLAND PETROLEUM	PO BOX 602 NORFOLK, NE 68701 BRAD MERCHANT
452.	0055	09/01/02	13908 S PLAZA OMAHA, NE	M. P. INVESTORS PARTNERSHIP	C/O THE LUND COMPANY 120 REGENCY PARKWAY, SUITE 116 OMAHA, NE 68114 MARK S. COVERT, SENIOR PROPERTY MANAGER
453.	0070	10/15/71	1902 N. 90TH ST OMAHA, NE	MARATHON PROPERTIES, LLC	11222 DAVENPORT ST. OMAHA, NE 68154
454.	0808	02/01/97	43 WASHINGTON ST CONWAY, NH	GERARD L. COTE AND JOYCE A. COTE	43 FAIRVIEW AVENUE CONWAY, NH 03818-6007
455.	1228	03/01/87	2522-24 BURLINGTON BURLINGTON NJ	SILO MALL INC., PAUL G. CURCILLO	550 PINETOWN ROAD P.O. BOX 165 FORT WASHINGTON, PA 19034
456.	0908	10/01/79	HWY 35 & 5TH AVE NEPTUNE CITY, NJ	HOWARD WALTER	55 OCEAN AVE., APT 11C MONMOUTH BEACH, NJ 07750
457.	1031	07/08/74	2576 TILTON RDPLEASANTVILLE, NJ	DONALD J. MARINO, CBP EQUITIES, LP	P.O. BOX 52428 ATLANTA, GA 30355
458.	0489	09/01/91	1100 GATEWAY BLVD WESTVILLE, NJ	AN'S 1000 GATEWAY, LLC	309 HIGHLAND AVE. PALISADES PARK, NJ 07650 CONTACT: JOHN AN
459.	0839	11/01/98	4600 U S HWY 50 EAST CARSON CITY, NV	50 COMMERCE CENTER, LLC	PO BOX 2826 MINDEN, NV 89423 CONTACT: VICKI HONE
460.	0085	08/01/01	2180 PINION ROAD ELKO, NV	JULIE ANN DEBENHAM	2960 C STREET, SUITE 202 ANCHORAGE, AK 99503
461.	0830	01/01/03	FOLDER NO. 2136-24 HENDERSON, NV	DAN ZACK	UNION PACIFIC RAILROAD COMPANY, REAL ESTATE DEPARTMENT 1800 FARNMAN ST. OMAHA, NE 68102

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
462.	1173	07/10/00	1055 S ROCK BLVD. SPARKS, NV	DONALD W. BALDWIN	BALDWIN, INC. 865 SO. ROCK BLVD. SPARKS, NV 89431 SHERRY PRINGLE
463.	0144	11/01/92	1050-54 HARLEM RD CHEEKTOWAGA, NY	JUDITH CASTINE & PETER MARCHANT	5572 WOODBINE CT. WILLIAMSVILLE, NY 14221
464.	0259	06/01/02	5885 S TRANSIT RD LOCKPORT, NY	ROBERT MILLER CONSTRUCTION, INC.	6404 ROBINSON RD. PO BOX 480 LOCKPORT, NY 14095
465.	0866	11/01/00	157 BRACKEN ROAD MONTGOMERY, NY	JAMIL SIMON	APC CAPITAL PARTNERS, LLC 60 MADISON AVE, STE. 1215 NEW YORK, NY 10010 CONTACT: RONA TROKIE
466.	1002	11/01/60	3645 W HENRIETTA RD ROCHESTER, NY	J. KHEEL	407 GOLDEN BEACH DRIVE GOLDEN BEACH, FL 33160 (WINTER ADDRESS); 245 E. 35TH, APT. 3F NEW YORK, NY 10016 (SUMMER ADDRESS)
467.	1055	02/01/74	160 SCHENECTADY WATERVLIET, NY	AJIT S. KHANUJA	1444 MASSACHUSETTS AVE. STE 308 TROY, NY 12180
468.	0286	12/01/98	3218-3240 TRANSIT RD WEST SENECA, NY	RUSSELL C. CHRISTOPHER, PRESIDENT	BLOSSOM COMMERCIAL DEVELOPMENT, INC. 9531 COBBLESTONE DR. CLARENCE, NY 14031
469.	0369	06/01/81	27 S BROAD STWHITESBORO, NY	PAUL YARWOOD	COLONIAL SHOPPING CENTER LLC 8 SYMPHONY PLACE WHITESBORO, NY 13492
470.	1102	01/01/98	552 CANTON BLVD. AKRON, OH	EASTGATE ELLET PLAZA	526 CANTON ROAD AKRON, OH 44312
471.	1265	10/01/89	1210 WASHINGTON BLVD BELPRE, OH	MOORE ENTERPRISES	945 CHERRY TREE DRIVE BELPRE, OH 45714 CONTACT: MORELLA OR BERNARD H. MOORE

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
472.	1147	04/15/95	2700 ATLANTIC BLVD CANTON, OH	JOHN F. STOFFER	5399 JOSEPHINE CIRCLE NW N. CANTON, OH 44720; 2700 ATLANTIC BLVD. NE CANTON, OH 44705
473.	0370	11/01/90	834 OHIO PIKE CINCINNATI, OH	TZG III, LLC	C/O ZIEGLER GROUP 1720 WILDCAT BLVD., STE 200 BURLINGTON, KY 41005
474.	1158	06/01/88	6212 GLENWAY AVE CINCINNATI, OH	PARKCREST PARTNERS LLC	7896 FINLEY LANE CINCINNATI, OH 45242 CONTACT: PAM MIDDENDORFF
475.	0179	05/10/76	2757 S. HIGH ST. COLUMBUS, OH	LEON SEATON	HWY. 104 W P.O. BOX 4085 DYERSBURG, TN 39024
476.	0343	02/01/03	N. 4TH & E. LINCOLN COLUMBUS, OH	JAMES GRIFFIN, BISHOP OF THE DIOCESE OF COLUMBUS	198 E. BROAD STREET COLUMBUS, OH 43215 ATTN: REV. WILLIAM METZGER
477.	0422	08/01/01	1034 HARRISBURG PIKE BLVD COLUMBUS, OH	ADRIANNE SUTTON C/O LEON SUTTON	2600 NETHERLAND AVE., SUITE 3102 RIVERDALE, NY 10463
478.	0447	10/01/83	3654 CLEVELAND COLUMBUS, OH	MM & AA LLC C/O MCGUFFY MARKET	1066 E HUDSON STREET COLUMBUS, OH 43211
479.	0899	12/01/92	2901 E. 4TH AVE. COLUMBUS, OH	RALSTON INDUSTRIES, INC.	2901 E. 4TH AVENUE COLUMBUS, OH 43219
480.	1023	07/01/03	8846 STATE ROUTE 66 UNIT C DEFIANCE, OH	SHORT NORTH PROPERTIES, LTD.	P.O. BOX 338 DEFIANCE, OH 43512 CONTACT: TRICIA SPEISER
481.	0548	01/01/93	209 N WOOSTER AVE DOVER, OH	A. PAUL & CAROL J. GIANNOBILE	5088 RACE ROAD NW DOVER, OH 44622
482.	1234	01/01/71	4930 DIXIE HWY. FAIRFIELD, OH	W.H. LOVELL	4126 BEDFORD AVE. WINTER HAVEN, FL 33884-5208
483.	0088	01/01/96	1109 TIFFIN AVEFINDLAY, OH	GUY R. LYON TRUST, LYON ENTERPRISES	1101 GRACELAND AVENUE FINDLAY, OH 45840

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
484.	0385	03/01/56	1200 DICKINSON ST FREMONT, OH	SPRING REALTY GROUP, ATTN BRIAN SPRING	303- 14TH STREET N.E. CANTON, OH 44714
485.	0561	07/01/88	1151 STONE DR C-3 HARRISON, OH	JOHN AND JULIE ENNEKING, ENNEKING UNLIMITED	10958 MOCKERNUT DRIVE HARRISON, OH 45030
486.	0364	02/01/80	3613 WILMINGTON PK KETTERING, OH	JAMES R. CHARLTON	6804 WEMBLEY CIRCLE DAYTON, OH 45459
487.	1125	02/18/74	1550 COLORADO ST LORAIN, OH	MAFA, INC.	BP TOWER 200 PUBLIC SQUARE, SUITE 28-4000 CLEVELAND, OH 44114
488.	0165	07/01/88	354 N LAKE ST MADISON, OH	JAMES R. WEISS, EQUIGROWTH FINANCIAL PLANNING	7446 TRUMAN COURT MENTOR, OH 44060
489.	1252	02/23/56	1699 W 4TH ST MANSFIELD, OH	SPRING REALTY GROUP, ATTN BRIAN SPRING	303- 14TH STREET N.E. CANTON, OH 44714
490.	1272	11/01/02	1085-D READING RD MASON, OH	KINGS MASON PROPERTIES, LTD.	C/O HENKLE-SCHUELER & ASSOCIATES 3000-G HENKLE DRIVE LEBANON, OH 45036 ATTN: SHANNON MCCOWAN, PROPERTY MANAGER
491.	0174	03/01/87	967 STATE RT 28 MILFORD, OH	HARRY KAPOURALES	3924 ORCHARD AVENUE CINCINNATI, OH 45236
492.	0727	12/01/96	3766 MONTGOMERY NORWOOD, OH	LINDA GENTRY	11833 MANGROVE LANE CINCINNATI, OH 45246
493.	1011	05/01/93	6277 PEARL ROAD PARMA HEIGHTS, OH	HELEN ALEXY, AG & G COMPANY	7444 N. LINDEN LANE PARMA, OH 44130-5805
494.	0046	03/01/91	2337 GALLIA PORTSMOUTH, OH	LUCAS MANAGEMENT, LLC, ATTN: TOM MESSENGER	276 KIMBERLY CIRCLE FAIRMONT, WV 26554

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**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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495.	0145	04/07/81	1751 BRICE ROAD REYNOLDSBURG, OH	RYAN MASON DBA/ RYLEE LTD, C/O RYLEE PROPERTY MANAGEMENT	P.O. BOX 2201 WESTERVILLE, OH 43086
496.	0526	12/01/93	2296 S YELLOW SPRINGS ROAD SPRINGFIELD, OH	ROBERT M. HOUGH, D/B/A WAYSIDE TAVERN	549 W. POSSUM ROAD SPRINGFIELD, OH 45506
497.	0233	05/01/72	4423 SUNSET BLVD.STEUBENVILLE, OH	RUTH PEARLMAN	20346 VIA MANTUA NORTHRIDGE, CA 91326
498.	0933	07/01/99	5405 TELEGRAPH TOLEDO, OH	EMCH HOLDINGS, LLC	5405 TELEGRAPH, RD TOLEDO, OH 43612
499.	0882	07/01/00	18807 MILES ROAD WARRENSVILLE HEIGHTS, OH	KEITH D. SCHWARTZ, NICOLE BRAYDEN REAL ESTATE	18807 MILES ROAD WARRENSVILLE HEIGHTS, OH 44128
500.	0036	09/01/95	11756 STATE RT 41 WEST UNION, OH	ROBERT CANTRELL	P.O. BOX 175 WINCHESTER, OH 45697
501.	0146	01/26/99	630 N BROADWAY ADA, OK	RUFUS R. SWEENEY, JR., SWEENEY INVESTMENTS	800 SOUTH RENNIE ADA, OK 74820
502.	0327	06/15/79	3212 MAIN ST ALTUS, OK	L. LORENE WELLS	3218 SOUTHRIDGE ESTATES FT. SMITH, AR 72916 CONTACT: SHANNON WELLS
503.	0791	NO LEASE IN FILE	211 OKLAHOMA BLVD. ALVA, OK	LYNN CHAFFEE, CHAFFEE PROPERTIES	903 LOCUST ST. ALVA, OK 73717
504.	0416	06/15/79	2416 N COMMERCE ST ARDMORE, OK	L. LORENE WELLS	3218 SOUTHRIDGE ESTATES FT. SMITH, AR 72916 CONTACT: SHANNON WELLS
505.	0064	04/01/98	3813 E TUXEDO BLVD BARTLESVILLE, OK	DARRELL LUNSFORD AND CHRISTINE HUFFMAN, BCD PROPERTIES	326 RIDGECREST COURT BARTLESVILLE, OK 74006
506.	0614	07/01/83	215 NORTH 5TH CHICKASHA, OK	VERNICE SMITHEN	112 MORNINGSIDE DRIVE CHICKASHA, OK 73018



**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
507.	0263	10/01/00	4309 S.E. 15TH ST DEL CITY, OK	CT DEL CITY, LLC	P.O. BOX 49993 LOS ANGELES, CA 90049
508.	0753	NO LEASE IN FILE	3113 WESTSIDE DRIVE DURANT, OK	MILTON TAYLOR JR., JR'S USED TRUCKS	P.O. BOX 932 DURANT, OK 74702 PHYSICAL ADDRESS: 3113 WESTSIDE DRIVE DURANT, OK 74701
509.	0262	10/01/79	5102 W OWEN K. GARRIOT RD. ENID, OK	L. LORENE WELLS	3218 SOUTHRIDGE ESTATES FT. SMITH, AR 72916 CONTACT: SHANNON WELLS
510.	0332	12/01/88	1807 S.W. 11TH ST.LAWTON, OK	DONALD E. GASKINS	GASKINS & ASSOCIATES 4645 WEST GORE BLVD., SUITE G LAWTON, OK 73505
511.	0029	03/01/00	1200 S. MAIN MC ALESTER, OK	FRANCIS D. STIPE, STIPE INVESTMENTS LLC.	P.O. BOX 728 MCALESTER, OK 74502
512.	0479	11/06/72	830 "D" ST NE MIAMI, OK	KC JEFFRIES	1903 WINDBERRY PATH ROUND ROCK, TX 78665
513.	0448	12/01/74	1221 N. BROADWAY MOORE, OK	MR. STAVROS KOLKAS	5816 NORTHWEST 90TH OKLAHOMA CITY, OK 73112 CONTACT: DEBI NEW
514.	0345	12/01/92	EASTSIDE BLVD. MUSKOGEE, OK	BAILEY DAVIS	701 INDEPENDENCE MUSKOGEE, OK 74403
515.	0415	01/01/98	1101 W. OKMULGEE MUSKOGEE, OK	ASPEN LAND & EXPLORATION CO. (1/2 OWNER)	P.O. BOX 4335 TULSA, OK 74159
516.	0034	05/01/88	5401 S WESTERN OKLAHOMA CITY, OK	WALKER-FRANKLIN PARTNERSHIP C/O SIDNEY FRANKLIN	8388 DELL OAK COVE GERMANTOWN, TN 38139
517.	0376	01/01/87	3025 N. MCARTHUR OKLAHOMA CITY, OK	PATRICK H. HENDERSON	7509 NW 38TH ST. BETHANY, OK 73008
518.	0619	04/01/90	3140 N.W. 23RD ST OKLAHOMA CITY, OK	GREGORY J. PANTAGES	2980 19TH AVENUE SAN FRANCISCO, CA 94132

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
519.	0861	06/01/93	6501 S. HIGH OKLAHOMA CITY, OK	VICKIE FREEMAN, BRISTOL PROPERTIES, INC.	110 N.W. 132ND ST. OKLAHOMA CITY, OK 73114
520.	1244	08/01/98	11651 E. 76TH ST N OWASSO, OK	RANDY AND CONNIE BLACK	2557 JACQUES DRIVE, BRH35 BONNE TERRE, MO 63628
521.	0386	03/01/77	1300 PRINCETON PONCA CITY, OK	GUY LEMONNIER, LEMONNIER CONSTRUCTION CO.	2000 N. 14TH PONCA CITY, OK 74601
522.	0549	02/01/92	4010 S. OLD SAPULPA (113TH STREET) PRATTVILLE (SAND SPRINGS), OK	PRATTVILLE SHOPPING CENTER, INC.	3 1/2 WEST 41ST STREET SAND SPRINGS, OK 74063 CONTACT: CHARLIE OR BETTY
523.	0450	08/01/84	715 MILT PHILLIPSSEMINOLE, OK	MR. BERT HARDIN	PO BOX 1203 301 MILT PHILLIPS SEMINOLE, OK 74868 CONTACT: EDWARD HARDIN, JOE HARDIN
524.	0799	07/01/60	1405 HARVEY ROAD SEMINOLE, OK	SEMINOLE INDUSTRIAL FOUNDATION	P.O. BOX 1071 SEMINOLE, OK 74818
525.	0123	11/01/00	1924 N. KICKAPOO SHAWNEE, OK	WARREN W. THOMAS, INTERVEST DEVELOPMENT LP.	23 E. 9TH STREET, STE. 418 SHAWNEE, OK 74801
526.	1253	07/22/86	624 E 6TH ST STILLWATER, OK	L. LORENE WELLS	3218 SOUTHRIDGE ESTATES FT. SMITH, AR 72916 CONTACT: SHANNON WELLS
527.	0985	06/01/01	4380 S. 91ST EAST AVE TULSA, OK	MARY C. ALEXANDER TRUST C/O ROBERT O. LAIRD	4200 EAST SKELLY DRIVE, SUITE 252 TULSA, OK 74135
528.	0234	02/04/74	5804 N.W 63RD ST WARR ACRES, OK	THE HARROZ FAMILY 63RD ST. PARTNERSHIP NO. 1, LP	C/O MICKEY HOMSEY P.O. BOX 718 OKLAHOMA CITY, OK, 73101
529.	0527	07/01/04	4231 OKLAHOMA AVENUE "B" WOODWARD, OK	GARY WHITCOMB, NELLIE WHITCOMB TRUST	P.O. BOX 1716 WOODWARD, OK 73802

**Exhibit O-1**

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530.	0705	04/01/60	2705 12TH ST BAKER, OR	CAROL J. BEAVERS	10029 STARDUST DRIVE BOISE, IDAHO 83701
531.	0713	03/01/80	EAST M & HALL ST LA GRANDE, OR	ROBERT AND BEVERLY MONCRIEFF	19270 GREENHORN ROAD GRASS VALLEY, CA 95945
532.	0346	08/01/89	2715 SW 4TH AVENUE ONTARIO, OR	GARY E. WOOD & DONALD G. HULL	P.O. BOX 939 ONTARIO, OR 97914
533.	0692	01/01/82	338 S.E. 2ND ST ONTARIO, OR	IRENE KENNEY	D/B/A YENNEK RENTALS PO BOX 219 ONTARIO, OR 97914 CONTACT: NANETTE COX
534.	1010	10/01/76	3570 PORTLAND ROAD SALEM, OR	JOHN H. KOLB TRUST, GENEVIEVE KOLB, TRUSTEE	1955 DALLAS HWY. NW, APT. 925 SALEM, OR 97304
535.	0999	01/01/62	RT 9 & 119N GREENSBURG, PA	LOUIS R. BATTISTELLA, ADAM EIDEMILLER, INC.	56 SHERATON DR., SUITE 100 GREENSBURG, PA 15601
536.	0887	07/25/79	600 S HENDERSON RDKING OF PRUSSIA, PA	RICHARD CARR, 600 HENDERSON ASSOCIATES, L.P.	1125 ROSEGLEN ROAD GLADWYNE, PA 19035
537.	1235	01/01/00	915 STRICKLER RD #7 MANHEIM, PA	RAPHO ASSOCIATES C/O HORST REALTY	205 GRANITE RUN DRIVE, STE 280 LANCASTER, PA 17601 CONTACT: LINDA TUTTLE
538.	0599	06/03/71	1925 EDMOND HWY CAYCE, SC	CECIL G. FORD	417 PRINCE WALES DRIVE COLUMBIA, SC 29209
539.	0508	07/01/85	HWY 501 E. CONWAY, SC	J. CHARLES RAY, RAY REALTY, INC.	P.O. BOX 416 CONWAY, SC 29526
540.	1092	10/01/87	1007 MAULDIN RD GREENVILLE, SC	J. CALVIN SUMMEY, HEARTHSIDE HOMES	P.O. BOX 7 MAULDIN, SC 29662 CONTACT: BUDDY SUMMEY
541.	0598	06/01/80	HIGHWAY 52 NORTH KINGSTREE, SC	R.M. ODOM	1009 NORTH MAIN ST. DARLINGTON, SC 29532
542.	0671	08/01/90	701 MEMORIAL PARK LANCASTER, SC	JEFFREY ALAN UNDERWOOD	104 EAST ERWIN STREET WAHALLA, SC 29691

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**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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543.	0289	05/01/94	10TH AVE. & OCALA MYRTLE BEACH, SC	E.N. AND J. HERRING	5704 LONG LEAF DRIVE MYRTLE BEACH, SC 29577
544.	0254	06/01/89	844 JOHN CALHOUN DR ORANGEBURG, SC	EDWIN S. EARGLE II	43 NORTHLAKE ROAD COLUMBIA, SC 29223
545.	0597	03/01/96	FORDVILLE ROAD RIDGELAND, SC	R. B. PREACHER, SR.	617 BAILEY LANE RIDGELAND, SC 29936
546.	0288	07/01/76	1287 FLINT ST. ROCK HILL, SC	BAXTER SIMPSON, JR.	1324 EAST BLACK ST. ROCK HILL, SC 29730-5944
547.	0126	09/01/99	409 E. 5TH NORTH ST SUMMERVILLE, SC	TIDELAND INDUSTRIAL PARK, LLC	411 E. 5TH NORTH ST., #3 SUMMERVILLE, SC 29483
548.	0517	08/14/95	HWY US 76 EAST SUMTER, SC	BOBBY HANNA	190 LIN RAN LANE SUMTER, SC 29153
549.	1247	02/01/92	1300 W 41ST ST SIOUX FALLS, SD	SWIFT PROPERTIES	405 N KIWANIS AVE SIOUX FALLS, SD 57104
550.	0600	04/01/93	1649 S LEE HWY CLEVELAND, TN	BRANCH BANKING & TRUST COMPANY	127 WEST WEBSTER STREET WHITEVILLE, NC 28472
551.	0076	11/01/03	1975 N WASHINGTON COOKEVILLE, TN	DEALMAKERS	233 WEST STEVENS STREET COOKEVILLE, TN 38501
552.	1123	06/01/04	60 GERMANTOWN COURT, SUITE 105CORDOVA, TN	DRA CRT GERMANTOWN CENTER LP	C/O COLONIAL PROPERTIES TRUST 51 GERMANTOWN COURT, SUITE 102 MEMPHIS, TN 38018
553.	0349	04/01/98	502 LANTANA RD CROSSVILLE, TN	RAYMOND K. MAYS AND KIERSTEN MAYS	15 IRIS LANE CROSSVILLE, TN 38555
554.	1292	04/01/80	3450 RINGGOLD RD. EAST RIDGE, TN	RICK COULTER AND KATIE BOYD	4209 RINGGOLD ROAD CHATTANOOGA, TN 37412
555.	0639	08/01/04	2805 ROANE STATE HIGHWAY HARRIMAN, TN	ROBERT BROWN	2809 ROANE STATE HIGHWAY HARRIMAN, TN 37748

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

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556.	0299	08/01/95	2684 W CENTRAL AVE JACKSBORO, TN	AYERS, CAMPBELL & WEIR	P.O. BOX 1467 LAFOLLETTE, TN 37766; CONTACT: PAUL PROVINS 2309 JACKSBORO PK, SUITE 1 LAFOLLETTE, TN 37766
557.	0964	12/01/97	3315 HWY 45 JACKSON, TN	ALATEN PROPERTIES	P.O. BOX 2177 MUSCLE SHOALS, AL 35662
558.	0365	03/01/87	2601 W. MARKET ST. JOHNSON CITY, TN	KATHRYN HALL, PRESIDENT, UNAKA REALTY CO., INC.	1410 LESTER HARRIS ROAD JOHNSON CITY, TN 37601
559.	1266	05/01/82	5644 FT. HENRY DR. KINGSPORT, TN	LOUIS MILHORN AND JOHN TODD PIERCE	4336 FAIRLAWN DRIVE KINGSPORT, TN 37663
560.	0090	08/01/01	2822 'SCHAAD ROAD KNOXVILLE, TN	MICHAEL E. SCHAAD, SCHAAD PROPERTIES	P.O. BOX 51058 KNOXVILLE, TN 37950-1058
561.	0421	06/01/00	216 ANDREW JOHNSON KNOXVILLE, TN	JOHN K. CHESNEY	165 BICENTENNIAL DR. JEFFERSON CITY, TN 37760
562.	0986	12/01/01	US HWY 70 & W BADDOR LEBANON, TN	DEALMAKERS	233 WEST STEVENS STREET COOKEVILLE, TN 38501
563.	0348	04/01/70	2424 E. BROADWAY MARYVILLE, TN	JERRY JO BRIDWELL	1635 LAKEFRONT RD. LAKE OSWEGO, OR 97034
564.	0417	08/01/96	3171 N THOMASMEMPHIS, TN	ALATEN PROPERTIES	P.O. BOX 2177 MUSCLE SHOALS, AL 35662
565.	0571	INFO NOT IN FILE	7 W CALHOUN AVE MEMPHIS, TN	SUGAR SERVICES CORP.	P.O. BOX 2153 DEPT 3350 BIRMINGHAM, AL 35287-3350
566.	1018	11/01/92	2535 COVINGTON PIKE MEMPHIS, TN	COLONIAL PARTNERS, LLC C/O MORRIS J. KRIGER	355 SHADY WOODS COVE MEMPHIS, TN 38120
567.	1175	03/10/88	4405 ELVIS PRESLEY MEMPHIS, TN	BOYD PROPERTIES	1825 LITTLEJOHN ROAD MILLINGTON, TN 38053
568.	0255	12/01/96	3789 E. ANDREW JOHNSON HIGHWAY MORRISTOWN, TN	BYERLEY RENTALS	P.O. BOX 692 MORRISTOWN, TN 37815

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
569.	0183	03/01/99	903 MERCURY RD MURFREESBORO, TN	MS. FRANCES MCKNIGHT, MCKNIGHT ASSOCIATES	1811 OXFORD DRIVE MURFREESBORO, TN 37129; 1314 MEDICAL CENTRAL PARKWAY
570.	0965	02/01/98	4111 CHARLOTTE AVE NASHVILLE, TN	WALNUT ST. PARTNERS	9650 CALVIN AVE. NORTHRIDGE, CA 91324; CONTACT SON WILLIAM MANN 1359 BIRCH AVE ESCONDIDO, CA 92027
571.	0387	06/01/97	637 COSBY HWY NEWPORT, TN	BYERLEY RENTALS	P.O. BOX 692 MORRISTOWN, TN 37815
572.	0453	04/01/95	624 DOLLY PARTON PK SEVIERVILLE	WAYNE AYERS	209 BIRCHWOOD LANE SEVIERVILLE, TN 37862 CONTACT: BARBARA AYERS
573.	0509	03/01/83	508 N MAIN SWEETWATER, TN	TMKT INVESTMENT	111 WALNUT STREET SWEETWATER, TN 37874
574.	0796	02/01/96	911 S COLLEGE ST WINCHESTER, TN	JOE PATTERSON	911 SOUTH COLLEGE STREET WINCHESTER, TN 37398
575.	1200	07/01/03	512 E. ST. ELMO AUSTIN, TX	COMMERCIAL SQUARE, LTD.	8307 BAGBY DRIVE AUSTIN, TX 78724 CONTACT CAREY "REY" LEGETT, III
576.	0193	03/01/95	7970 COLLEGE BEAUMONT, TX	MARTHA ROYALL	957 CENTRAL BEAUMONT, TX 77706
577.	0754	05/01/90	TENAHAW HWY 1 CENTER, TX	BORDERS SELF STORAGE	P.O. BOX 247 CENTER, TX 75935
578.	0672	08/01/03	11691 HWY 105 EAST CONROE, TX	JAMES OR JERRY HENRY, J & B AUTO SUPPLY	11635 HWY. 105 EAST CONROE, TX 77306
579.	0195	09/01/97	2964 LBJ FREEWAYDALLAS, TX	AM LBJ PLAZA, LLC	400 NORTH ST PAUL STREET, STE 550 DALLAS, TX 75201 CONTACT: YANEYS LARA 5435 NORTH GARLAND AVENUE, SUITE 140-312 GARLAND, TX 75040

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
580.	0053	02/15/74	1821 BELT LINE RD GARLAND, TX	EMERY FAMILY PARTNERSHIP	6310 MADISON LINCOLN, NE 68507; (OR) 7131 N. 40TH ST. PARADISE VALLEY, AZ 85253
581.	0291	08/01/89	4917 STONEWALL ST GREENVILLE, TX	JWSP PROPERTIES C/O SUE ENGLISH	4511 DEVON COURT HOUSTON, TX 77027
582.	1148	05/01/78	836 PIPELINE ROAD HURST, TX	LYLE EMERY	6310 MADISON LINCOLN, NE 68507 DONNA EMERY
583.	0730	NO LEASE IN FILE	204 KELLER RD MINERAL WELLS, TX	MEYERS LAND CO.	P.O. BOX 1237 MINERAL WELLS, TX 76067
584.	0394	11/01/68	3901 HWY 75H SHERMAN, TX	RUSS SPEARS	727 WESTWOOD DRIVE SHERMAN, TX 75092
585.	0528	02/01/04	7590 NORTH GENERAL BRUCE DRIVE TEMPLE, TX	A.C. BOSTON	12435 FM 2305 BELTON, TX 76513
586.	0022	12/01/95	3102 NEW BOSTON RD TEXARKANA, TX	CURRIE AND WALKER, LLC, ATTN: JIM WALKER	5366 ESTATE OFFICE DRIVE MEMPHIS, TN 38119 CONTACT: BRAD CURRIE
587.	0751	06/01/97	2718 S LAKE DR TEXARKANA, TX	FREEMAN ENTERPRISES	MONICA BROUSSARD #9 SWEETBRUSH TEXARKANA, TX 75503
588.	0602	08/15/03	2906 N. CENTRAL EXWY WICHITA FALLS, TX	FIRST INTERNATIONAL BANK	ATTN: M DUMAN 1912 AVENUE K, STE 100 WICHITA FALLS, TX 75074
589.	0492	12/01/02	2110 ORCHARD DR. BOUNTIFUL, UT	BLAINE MAJOR	43 W. 3100 SOUTH BOUNTIFUL, UT 84010
590.	0243	06/01/98	50 W 200 NORTH KAMUS, UT	BRE, LLC	7359 N. TALL OAKS DR. PARK CITY, UT 84098
591.	0951	01/01/86	1714 N. MAIN ST. LAYTON, UT	DGH ASSOCIATES LTD.	P.O. BOX 1330 SPRING VALLEY, CA 91979-1330
592.	0418	12/01/81	460 W 500 SOUTH NEPHI, UT	UTAH FOAM, INC.	P.O. BOX 70838 SALT LAKE CITY, UT 84170

Exhibit O-1

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

KEY	REID	LEASE COMMENCE- MENT DATE	LOCATION ADDRESS	CURRENT LANDLORD ENTITY	LANDLORD ADDRESS
593.	0292	01/01/88	2375 LINCOLN OGDEN, UT	RICHARD G. GEISLER, LARIAT CORPORATION	P.O. BOX 313 KAYSVILLE, UT 84037
594.	0640	12/16/92	1085 WALL AVE. OGDEN, UT	JOYCE VAN WOERKOM	3980 CASA GRANDE WAY SAN JOSE, CA 95118
595.	0775	07/01/04	621 W 21ST ST OGDEN, UT	SCOULAR CO.	2727 PENNSYLVANIA AVE. OGDEN, UT 84409
596.	1159	03/01/04	3150 WALL AVENUE OGDEN, UT	C. SAMUEL GUSTAFSON, CAPITOL INDUSTRIES, INC.	P.O. BOX 65501 SALT LAKE CITY, UT 84165; 2880 SOUTH MAIN STREET SUITE #100 SALT LAKE CITY, 84115
597.	1223	09/01/92	731 EAST 1000 SOUTH OREM, UT	C. ROBERT KALLAS, CSM, MALL MANAGER	575 E. UNIVERSITY PARKWAY, SUITE N-260 OREM, UT 84097
598.	0023	11/01/87	1900 W 4000 SOUTH ROY, UT	C.C. PARTNERSHIP C/O JAY NYE	3800 S. 1900 WEST, #302 ROY, UT 84067
599.	1145	07/01/98	50 E. 100 NORTH SPANISH FORK, UT	PRESTON HUGHES, P & M INVESTMENTS, LLC	92 NORTH MAIN SPANISH FORK, UTAH 84660
600.	0650	04/01/97	220 SOUTH 200 WEST #A TREMONTON, UT	OLD EPHRAIM EXPRESS	220 S. 200 W TREMONTON, UT 84337-1808
601.	0112	05/01/04	1793 W 7800 SOUTH WEST JORDAN, UT	AL BELT, JORDAN SQUARE S.C. C/O DIRECT MGMT RES.	P. O. BOX 400 WEST JORDAN, UT 84084
602.	0067	11/01/89	1810 W 3500 SOUTH WEST VALLEY CITY, UT	TRI-STAR PLAZA	P.O. BOX 65305 SALT LAKE CITY, UT 84165
603.	0673	10/04/93	518 SECOND AVE E. BIG STONE GAP, VA	LC COUGHLIN	216 EAST 1ST ST. N. BIG STONE GAP, VA 24219
604.	1248	08/01/93	199 SANDY COVET DANVILLE, VA	PAUL BENJAMIN WELLS	5849 WELLS HOLLOW RD. HAMPTONVILLE, NC 27020
605.	0621	05/15/87	901 S MAIN ST. EMPORIA, VA	G. WESLEY ALLEN	P.O. BOX 304 EMPORIA, VIRGINIA 23847



**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
606.	0052	08/01/03	7599 CAROLLTON PIKE GALAX, VA	LARRY E. EDWARDS	7526 CARROLLTON PIKE, SUITE 2 GALAX, VA 24333
607.	0155	02/01/01	2410 GREENSBORO RD MARTINSVILLE, VA	F&Y INVESTMENTS LLC	P.O. BOX 9006 WINTER HAVEN, FL 33883
608.	0030	11/01/96	7917 HALPRIN DR NORFOLK, VA	HASELL & NORMA BARNES	PO BOX 61473 VIRGINIA BEACH, VA 23466 PHYSICAL ADDRESS: 624 MOSSY CUP DR VIRGINIA BEACH, VA 23462
609.	0956	03/09/85	3555 S CRATER RD.PETERSBURG, VA	FRANKLIN PROPERTIES LLC	3000 EARLS COURT, STE 1313 WILLIAMSBURG, VA 23185
610.	0087	01/01/91	3545 VICTORY BLVD PORTSMOUTH, VA	FLOYD M. MARTIN, JR.	5488 NANSAMOND PARKWAY SUFFOLK, VA 23435-2115
611.	1202	09/01/91	3619 MECHANICSVILLE PIKE RICHMOND, VA	DUNN FAMILY LIMITED PARTNERSHIP	8025 DIANE LANE RICHMOND, VA 23227
612.	1262	11/01/89	12336 WARDS ROAD RUSTBURG, VA	KAYE M. HARTLESS	15265 WARDS RD. LYNCHBURG, VA 24502
613.	0239	12/01/91	706 CAVALIER BLVD SOUTH BOSTON, VA	706 HAMILTON BLVD, LLC	10341 GENT COURT MANASSAS, VA 20110
614.	0431	02/01/86	2322 WASHINGTON AVE VINTON, VA	LINDA R. POOLE	163 ROSELAND RD. GALAX, VA 24333
615.	0065	06/01/99	5020 RICHMOND RD WARSAW, VA	PRITCHARD & FALLIN PROPERTIES, LLC	P.O. BOX 242 CALLAO, VA 22435
616.	1139	04/21/97	714 OHIO BELLINGHAM, WA	JFJ COMPANY	P.O. BOX 917 BELLINGHAM, WA 98227
617.	1056	02/01/90	3411 11TH ST. BREMERTON, WA	CHANDLER INVESTMENTS C/O ROSEN SUPPLY CO.	P.O. BOX 11185 TACOMA, WA 98411 HARVEY ROSEN
618.	0843	11/15/00	22461 72ND AVE S., BLDG. #3 KENT, WA	WALTON CALWEST HOLDINGS, LLC	DBA WALTON CWWA WEST VALLEY 2, LLC 4678 WORLD PARKWAY CIRCLE ST. LOUIS, MO 63134

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
619.	0086	03/15/76	HWY 29 SOUTH LONGVIEW, WA	A.T. AND VIRGINIA RENAUD	101 SUNSET PL. LONGVIEW, WA 98632
620.	0911	01/01/03	4020 EAST BROADWAY SPOKANE, WA	STACK INDUSTRIAL PROPERTIES, LLC	2201 SIXTH AVENUE S SEATTLE, WA 98134
621.	1263	04/16/90	208 W. FRANCIS SPOKANE, WA	B & G WYMAN ENTERPRISES, LLC	P.O. BOX 6262 SPOKANE, WA 99217
622.	1057	04/06/71	1903 SOUTH 3RD AVE YAKIMA, WA	J AND P ALLIANCE	9263 FARM TO MARKET ROAD BOW, WA 98232
623.	0221	01/01/97	2432-36 LONDON ROAD EAU CLAIRE, WI	GEORGE D. PATHOS D/B/A PATHOS PROPERTIES	2616 E. LEXINGTON BLVD. EAU CLAIRE, WI 54701-6758 CONTACT: JIM PATHOS
624.	0194	12/01/66	326 MILITARY AVE GREEN BAY, WI	SEIDL FAMILY TRUST OF 1995	P.O. BOX 157 LUXEMBURG, WI 54217 PHYSICAL ADDRESS: N6694 VALLEY ROAD
625.	0920	01/01/87	5340 W. LOOMIS RDGREENFIELD, WI	LOOMIS ROAD DBD, LLC	2000 S. 4TH STREET MILWAUKEE, WI 53204 CONTACT: DAVID FERRON
626.	0035	07/01/82	3212 KENNEDY RD JANESVILLE, WI	KENNEDY ROAD, LLC	7340 DARIN COURT DANE, WI, 53529 WILLIAM R. MCDONOUGH
627.	1113	11/01/97	2919 E AVENUE LACROSSE, WI	AUTO COLOR AND SUPPLY, INC.	55 COPELAND AVE. LA CROSSE, WI 54603
628.	0212	09/01/72	627 ATLAS AVE. MADISON, WI	CURTIS AND PATRICIA MARTIN	609 MILLER AVE. MADISON, WI 53904
629.	0293	05/01/92	814 KNAPP ST OSHKOSH, WI	HENKLE-HASSLER, LLC	1720 WHITE SWANN DR. OSHKOSH, WI 54901
630.	0537	08/01/55	1923 ERIE AVE SHEBOYGAN, WI	DONALD KULLMAN	711 NORTH AVE. SHEBOYGAN, WI 53083
631.	0218	11/01/97;	5805 PACKER WAUSAU, WI	ISLAND CITY POINT, LLC	P.O. BOX 2033 WAUSAU, WI 54402-2033
632.	0236	03/01/00	1512 S 84TH ST WEST ALLIS, WI	MANFRED NEUMANN	S43 W22570 BEEHEIM ROAD WAUKESHA, WI 53189

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
633.	0150	04/01/99	706 FAIRMONT FAIRMONT, WV	DEVAULT BROTHERS, LLC	750 FAIRMONT FAIRMONT, WV 26554 CONTACT: CHARLIE DEVAULT
634.	0352	01/01/82	522 E. 29TH ST. HUNTINGTON, WV	SLATER CHARITABLE TRUST	C/O JP MORGAN BANK ATTN: CHUCK ROWLAND OH 1-1074 1111 POLARIS PKWY COLUMBUS, OH 43240
635.	0098	07/22/74	1451 DORSEY AVE MORGANTOWN, WV	VIRDEN HOMAN FARMS	C/O ROBERT VIRDEN 109 W JACKSON ALBANY, MO 64402 CONTACT: REX A. HOMAN
636.	1114	03/01/92	2200 MAIN ST WHEELING, WV	JUSTUS, INC.	1144 MARKET ST., SUITE 305 WHEELING, WV 26003
637.	0780	10/27/71	441 WILLIAMS ST. BUFFALO, WY	CENTURY WAREHOUSING, INC.	PO BOX 962 LIVINGSTON, MT 59047
638.	0264	05/01/98	3320 CY AVENUE CASPER, WY	RONALD AND NORITA TRUSSELL	2030 WELSH DRIVE CASPER, WY 82609
639.	0319	11/01/97	5800 W. YELLOWSTONE HWY CASPER, WY	LARRY MARKLAND	1610 NEWPORT STREET CASPER, WY 82609
640.	0309	01/01/75	3406 PERSHING BLVD CHEYENNE, WY	HERMAN J. HEDRICK	3415 RIDGE ROAD CHEYENNE, WY 82001-1735
641.	0530	11/01/03	326 C-STREET CODY, WY	CENTURY WAREHOUSING, INC.	P.O. BOX 962 LIVINGSTON, MT 59047
642.	0687	09/01/81	390 WILLOW DR EVANSTON, WY	MARVIN AND MARGARET BOLLSCHWEILER	200 CEDAR ST. P.O. BOX 668 EVANSTON, WY 82931-0668
643.	0025	07/01/98	3803 S DOUGLAS HWY GILLETTE, WY	ARLYN MAGNUSON	8191 PHEASANT GILLETTE, WY 82718
644.	0099	11/01/90	1210 S GREGORY LANE JACKSON, WY	NORRIS BROWN AND LAYNE BROWN	P.O. BOX 2972 JACKSON, WY 83001
645.	0662	05/01/02	1414 S 2ND ST LARAMIE, WY	BELL LEASING CO.	P.O. BOX 1232 LARAMIE, WY 82070

**Exhibit O-1**

**SCHEDULE OF ASSUMED UNEXPIRED LEASES**

<b>KEY</b>	<b>REID</b>	<b>LEASE COMMENCE- MENT DATE</b>	<b>LOCATION ADDRESS</b>	<b>CURRENT LANDLORD ENTITY</b>	<b>LANDLORD ADDRESS</b>
646.	0731	06/01/96	335 S HURSCH ST RIVERTON, WY	BRECK AND SHANDA SKAGGS	827 SKAGGS LANE RIVERTON, WY 82501
647.	0622	06/16/04	1024 DEWAR DR ROCK SPRINGS, WY	HAFEY INVESTMENTS, LLC	123 BROADWAY ROCK SPRINGS, WY 82901
648.	0457	09/01/82	40 E 17TH ST SHERIDAN, WY	17TH STREET LOT, LLC DBA LB PROPERTIES, LLC	3 PHEASANT DRIVE SHERIDAN, WY 82801
649.	0718	08/01/89	209 LAWSON AVE WORLAND, WY	ROY DECKER	P.O. BOX 72 WORLAND, WY 82401; 217 LAWSON AVE. WORLAND, WY 82401

**Exhibit O-2**

**THE TRAVELERS INDEMNITY COMPANY AND AFFILIATES INSURANCE POLICIES TO BE ASSUMED**

<b>POLICY YEAR</b>	<b>POLICY NUMBER</b>	<b>LINE</b>
1/01/90 - 1/01/91	160T05759 CSSC	WORKERS' COMPENSATION
10/01/88 – 10/01/89	160T4629 CSSC	WORKERS' COMPENSATION
10/01/89 – 10/01/90	160T4629 CSSC	WORKERS' COMPENSATION
10/01/90 – 10/01/91	160T4629 CSSC	WORKERS' COMPENSATION
10/01/91 – 10/01/92	160T4629 CSSC	WORKERS' COMPENSATION
10/01/92 – 10/01/93	160T4629 CSSC	WORKERS' COMPENSATION
10/01/93 – 10/01/94	160T4629 CSSC	WORKERS' COMPENSATION
10/01/94 – 10/01/95	160T4629 CSSC	WORKERS' COMPENSATION
10/01/02 – 10/01/03	160T4629 CSSC	WORKERS' COMPENSATION
7/26/84 – 7/26/85	795P3493	GENERAL LIABILITY
9/30/84 – 9/30/85	795P3481	GENERAL LIABILITY
	795P347A	GENERAL LIABILITY
	795P3075	AUTOMOBILE
	795P2865	GENERAL LIABILITY
	795P2853	GENERAL LIABILITY
	795P2841	GENERAL LIABILITY
	795P320A	WORKER'S COMPENSATION
	795P3192	WORKER'S COMPENSATION
	795P3180	WORKER'S COMPENSATION
10/01/85 – 10/01/86	795P3524	GENERAL LIABILITY
	795P3512	GENERAL LIABILITY
	795P3500	GENERAL LIABILITY
	795P3259	WORKER'S COMPENSATION
	795P3247	WORKER'S COMPENSATION
	795P3235	WORKER'S COMPENSATION
	795P3223	WORKER'S COMPENSATION
	795P3087	AUTOMOBILE
	795P2889	GENERAL LIABILITY

**Exhibit O-2**

**THE TRAVELERS INDEMNITY COMPANY AND AFFILIATES INSURANCE POLICIES TO BE ASSUMED**

<b>POLICY YEAR</b>	<b>POLICY NUMBER</b>	<b>LINE</b>
	795P2877	GENERAL LIABILITY
10/01/86 – 10/01/87	795P355A	GENERAL LIABILITY
	795P3548	GENERAL LIABILITY
	795P3536	GENERAL LIABILITY
	795P3327	WORKER'S COMPENSATION
	795P3315	WORKER'S COMPENSATION
	795P3303	WORKER'S COMPENSATION
	795P3296	WORKER'S COMPENSATION
	795P3099	AUTOMOBILE
	795P2908	GENERAL LIABILITY
	795P2890	GENERAL LIABILITY
10/01/87 – 10/01/88	795P3597	GENERAL LIABILITY
	795P3585	AUTOMOBILE
	795P3561	GENERAL LIABILITY
	795P3352	WORKER'S COMPENSATION
	795P3340	WORKER'S COMPENSATION
	795P3339	WORKER'S COMPENSATION
10/01/88 – 10/01/89	795P3604	GENERAL LIABILITY
	795P3573	GENERAL LIABILITY
	795P3468	WORKER'S COMPENSATION
	795P3456	WORKER'S COMPENSATION
	795P3444	WORKER'S COMPENSATION
10/01/89 – 10/01/90	201T9205	WORKER'S COMPENSATION
	160T4629	AUTOMOBILE
	201T9242	AUTOMOBILE
	201T9254	AUTOMOBILE
	201T9266	AUTOMOBILE
	160T4629	GENERAL LIABILITY

**Exhibit O-2**

**THE TRAVELERS INDEMNITY COMPANY AND AFFILIATES INSURANCE POLICIES TO BE ASSUMED**

<b>POLICY YEAR</b>	<b>POLICY NUMBER</b>	<b>LINE</b>
	160T4629	PRODUCT LIABILITY
	160T4629	WORKER'S COMPENSATION
	201T9230	WORKER'S COMPENSATION
10/01/90 – 10/01/91	201T9205	WORKER'S COMPENSATION
	160T4629	AUTOMOBILE
	201T9242	AUTOMOBILE
	201T9254	AUTOMOBILE
	201T9266	AUTOMOBILE
	160T4629	GENERAL LIABILITY
	160T4629	PRODUCT LIABILITY
	160T4629	WORKER'S COMPENSATION
	201T9230	WORKER'S COMPENSATION
10/01/91 – 10/01/92	201T9205	WORKER'S COMPENSATION
	160T4629	AUTOMOBILE
	201T9242	AUTOMOBILE
	201T9254	AUTOMOBILE
	201T9266	AUTOMOBILE
	160T4629	GENERAL LIABILITY
	160T4629	PRODUCT LIABILITY
	160T4629	WORKER'S COMPENSATION
	201T9230	WORKER'S COMPENSATION
	160T9822	GENERAL LIABILITY
10/01/92 – 10/01/93	201T9205	WORKER'S COMPENSATION
	160T4629	AUTOMOBILE
	201T9242	AUTOMOBILE
	201T9254	AUTOMOBILE
	201T9266	AUTOMOBILE
	160T4629	GENERAL LIABILITY

**Exhibit O-2**

**THE TRAVELERS INDEMNITY COMPANY AND AFFILIATES INSURANCE POLICIES TO BE ASSUMED**

<b>POLICY YEAR</b>	<b>POLICY NUMBER</b>	<b>LINE</b>
	160T9822	PRODUCT LIABILITY
	160T4629	WORKER'S COMPENSATION
	219T4683	WORKER'S COMPENSATION
	221T355A	WORKER'S COMPENSATION
	221T4926	WORKER'S COMPENSATION
10/01/93 – 10/01/94	201T9205	WORKER'S COMPENSATION
	160T4629	AUTOMOBILE
	201T9242	AUTOMOBILE
	201T9254	AUTOMOBILE
	201T9266	AUTOMOBILE
	160T4629	GENERAL LIABILITY
	160T4629	PRODUCT LIABILITY
	160T4629	WORKER'S COMPENSATION
	219T4683	WORKER'S COMPENSATION
	221T355A	WORKER'S COMPENSATION
	221T4926	WORKER'S COMPENSATION
10/01/94 – 10/01/95	201T9205	WORKER'S COMPENSATION
	160T4629	AUTOMOBILE
	201T9242	AUTOMOBILE
	201T9254	AUTOMOBILE
	201T9266	AUTOMOBILE
	160T4629	GENERAL LIABILITY
	160T4629	PRODUCT LIABILITY
	160T4629	WORKER'S COMPENSATION
	219T4683	WORKER'S COMPENSATION
	221T355A	WORKER'S COMPENSATION
	221T4926	WORKER'S COMPENSATION
	160T9822	AUTOMOBILE



**Exhibit O-2**

**THE TRAVELERS INDEMNITY COMPANY AND AFFILIATES INSURANCE POLICIES TO BE ASSUMED**

<b>POLICY YEAR</b>	<b>POLICY NUMBER</b>	<b>LINE</b>
	160T9822	WORKER'S COMPENSATION
	221T5818	WORKER'S COMPENSATION

**Exhibit O-2**

**AIG INSURANCE POLICIES TO BE ASSUMED**

		<b>INTERSTATE BAKERIES CORP.</b>					
<b>POLICY #</b>	<b>INSURED</b>	<b>WRITING CO.</b>	<b>LOB</b>	<b>BRC</b>	<b>PC</b>	<b>EFF. DATE</b>	<b>EXP. DATE</b>
4860757	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	04	9708	9808
5616976	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	02	35	0208	0409
5875412	INTERSTATE BAK	COMMERCE AND INDUSTRY CO	GL	94	57	9408	9508
5879796	INTERSTATE BAK	COMMERCE AND INDUSTRY CO	GL	94	57	9508	9608
7622764	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	94	57	9108	9208
7624516	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	94	57	9208	9308
7627434	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	94	57	9308	9408
3607780	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	FID	02	35	0310	0410
4379279	INTERSTATE BAK	NUFI CO OF PITTSBURGH PA	GL	86	35	9108	9111
4382855	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	35	9111	9211
4400949	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	04	9211	9311
4420279	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	04	9311	9411
4439883	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	04	9411	9511
4455620	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	04	9508	9608
4836913	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	04	9608	9708
8075295	INTERSTATE BAK	COMMERCE AND INDUSTRY CO	GL	94	57	9608	9708
8079763	INTERSTATE BAK	COMMERCE AND INDUSTRY CO	GL	94	57	9708	9808
8566570	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	86	35	9808	0108
8566570	INTERSTATE BAK	N U F I CO OF PITTSBURGH PA	GL	63	04	9808	0108
8738465	INTERSTATE BAK	A.I. SURPLUS	GL	02	35	0108	0208
8758042	INTERSTATE BAK	LEXINGTON INSURANCE COMPANY	PROP	70	93	0110	0210
4646134	CONTINENTAL BA	N U F I CO OF PITTSBURGH PA '	INL	20	J 93	9208	9308
8520900	CONTINENTAL BA	LEXINGTON INSURANCE COMPANY	PRO	70	93	9707	9710

**Exhibit O-2**

**AIG INSURANCE POLICIES TO BE ASSUMED**

		<b>INTERSTATE BAKERIES CORP.</b>					
<b>POLICY #</b>	<b>INSURED</b>	<b>WRITING CO.</b>	<b>LOB</b>	<b>BRC</b>	<b>PC</b>	<b>EFF. DATE</b>	<b>EXP. DATE</b>
8520920	CONTINENTAL BA	LEXINGTON INSURANCE COMPANY	PRO	70	93	9710	9810
9189540	CONTINENTAL BA	N U F I CO OF PITTSBURGH PA	PRO	20	70	9208	9308
1428995	DRAKE BAKERIES	N U F I CO OF PITTSBURGH PA	PRO	01	50	9208	9308
1428996	DRAKE BAKERIES	N U F I CO OF PITTSBURGH PA	PRO	01	. 50	9208	9308
3265136	DRAKE BAKERIES	N U F I CO OF PITTSBURGH PA	GL	01	50	9208	9309
4198238	DRAKE BAKERIES	N U F I CO OF PITTSBURGH PA	WC	01	50	9208	9308
4198239	DRAKE BAKERIES	INS CO OF THE STATE OF PA	WC	01	50	9208	9308
4227199	DRAKE BAKERIES	N U F I CO OF PITTSBURGH PA	GL	20	35	8905	9007
4361743	DRAKE BAKERIES	N U F I CO OF PITTSBURGH PA	GL	20	35	9007	9201
1391117	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	15	32	0204	0304
1452125	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	FID	15	63	0301	0401
1648052	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	15	32	0404	0504
2808570	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	52	39	0005	0105
3019959	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	A&H	52	39	0305	0405
3204752	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	15	32	0304	0404
3753939	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	PRO	15	' 93	0401	0501
4053850	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	GL	52	39	0405	0505
4855427	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	GL	52	39	9705	9805
5607857	HOLSUM BAKERY	A.I. SURPLUS	INL	15	84	0301	0501
6614975	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	FID	15	63	0401	0501
7395732	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	GL	15	32	0004	0104
8562687	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	GL	52	39	9805	9905
8587303	HOLSUM BAKERY	LEXINGTON INSURANCE COMPANY	GL	52	39	9905	0005

**Exhibit O-2**

**AIG INSURANCE POLICIES TO BE ASSUMED**

		<b>INTERSTATE BAKERIES CORP.</b>					
<b>POLICY #</b>	<b>INSURED</b>	<b>WRITING CO.</b>	<b>LOB</b>	<b>BRC</b>	<b>PC</b>	<b>EFF. DATE</b>	<b>EXP. DATE</b>
8714418	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	15	32	0104	0204
8732368	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	52	39	0105	0205
9736328	HOLSUM BAKERY	N U F I CO OF PITTSBURGH PA	GL	02	39	0205	0305
0001039	INTERSTATE BRA	COMMERCE AND INDUSTRY CO	GL	94	57	9808	9908
8758041	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	70	93	110	210
8785406	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	96	93	9507	9607
8785498	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	96	93	9510	9610
9520920	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP'	70	93	9710	9810
1906000	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	70	93	0210	0310
1957965	INTERSTATE BRA	A.I. SURPLUS	GL	03	71	0202	1202
2057859	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	GL	63	32	9007	9107
2130694	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	GL	02	30	0207	0307
2860396	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	GL	02	30	0307	0407
2860722	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	GL	02	30	0407	0507
4920868	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	PROP	70	93	0310	0410
5693392	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	FID	02	35	0210	0310
7470599	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	PROP	70	93	0210	0310
7511549	INTERSTATE BRA	COMMERCE AND INDUSTRY CO	GL	94	57	9908	0208
8084434	INTERSTATE BRA	COMMERCE AND INDUSTRY CO	GL	94	57	9808	9908
8520919	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	PROP	70	93	9710	9810
8520998	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	PROP	70	93	9810	9910
8520999	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	PROP	70	93	9810	9910
8523562	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	70	93	9910	0010

**Exhibit O-2**

**AIG INSURANCE POLICIES TO BE ASSUMED**

		<b>INTERSTATE BAKERIES CORP.</b>					
<b>POLICY #</b>	<b>INSURED</b>	<b>WRITING CO.</b>	<b>LOB</b>	<b>BRC</b>	<b>PC</b>	<b>EFF. DATE</b>	<b>EXP. DATE</b>
8523563	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	70	93	9910	0010
8529915	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	70	93	0010	0110
8529916	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PROP	70	93	0010	0110
8714308	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	GL	02	30	0107	0207
8742594	INTERSTATE BRA	N U F I CO OF PITTSBURGH PA	FID	02	35	0110	0210
8758042	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PRO	70	93	0110	0210
8787444	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PRO	73	93	9607	9707
8787530	INTERSTATE BRA	LEXINGTON INSURANCE COMPANY	PRO	73	93	9610	9710
3082031	TCS CABLE, INC	N U F I CO OF PITTSBURGH PA	GL	10	32	9008	9108
3085638	TCS CABLE INC	N U F I CO OF PITTSBURGH PA	GL	10	32	9201	9301
9321159	CAN-AM CONSTRU	AM INT'L UNDRWRTRS & AIU INS C	GL	88	32	9604	9704
00049000153	PURITY BAKING	LONDON - NEW HAMPSHIRE		038	05	9602	9812

**Exhibit O-2**

**ALLSTATE POLICIES TO BE ASSUMED**

<b>DESCRIPTION</b>	<b>POLICY PERIOD</b>	<b>POLICY NUMBER</b>
WORKER'S COMPENSATION	7/1/87 – 7/1/88	WC0311095-0
WORKER'S COMPENSATION	7/1/87 – 7/1/88	WC0311094-00
WORKER'S COMPENSATION	9/30/87 – 7/1/88	WC0311096
WORKER'S COMPENSATION	7/1/88 – 7/1/89	WC0311094-1
WORKER'S COMPENSATION	7/1/88 – 7/1/89	WC0311095-1
GENERAL LIABILITY	9/30/87 – 7/1/88	GL0311097
GENERAL LIABILITY	7/1/88 – 7/1/89	GL0311097
BUSINESS AUTO POLICY	9/30/87 – 7/1/88	BAP0311098
BUSINESS AUTO POLICY	9/30/87 – 7/1/88	BAP0311099
BUSINESS AUTO POLICY	7/1/88 – 7/1/89	BAP0311098-A
BUSINESS AUTO POLICY	7/1/88 – 7/1/89	BAP0311098-B

**Exhibit O-2**

**REMAINING INSURANCE POLICIES TO BE ASSUMED**

<b>INSURER</b>	<b>COVERAGE TYPE</b>	<b>COVERAGE PERIOD</b>	<b>POLICY #</b>	<b>ADDRESS</b>
FEDERAL INSURANCE COMPANY (CHUBB)	DIRECTORS & OFFICERS - D & O; OUTSIDE DIRECTORSHIP LIABILITY; FIDUCIARY		8115-5460	EXECUTIVE PROTECTION DEPARTMENT 15 MOUNTAIN VIEW RD. WARREN, NJ 07059
OLD REPUBLIC INSURANCE COMPANY	DIRECTORS & OFFICERS - D & O		CUG26576	CHICAGO UNDERWRITING GROUP 211 W. WACKER DRIVE CHICAGO, IL 60606
NATIONAL UNION FIRE INSURANCE CO OF PITTSBURG, PA (AIG)	DIRECTORS & OFFICERS - D & O		561-69-76	175 WATER STREET NEW YORK, NY 10038
TWIN CITY FIRE INSURANCE CO (THE HARTFORD)	DIRECTORS & OFFICERS - D & O		NDA0211430-02	HARTFORD FINANCIAL PRODUCTS 2 PARK AVENUE, 5TH FLOOR NEW YORK, NY 10016
XL SPECIALTY INSURANCE COMPANY	DIRECTORS & OFFICERS - D & O		ELU84646-01	EXECUTIVE LIABILITY UNDERWRITERS ONE CONSTITUTION PLAZA, 16TH FL HARTFORD, CT 06103
RLI INSURANCE COMPANY	DIRECTORS & OFFICERS - D & O		EPG0002682	9025 NORTH LINDBERGH DRIVE PEORIA, IL 610615
NATIONAL UNION FIRE INSURANCE OF PITTSBURG, PA (AIG)	CRIME INSURANCE		452-14-01	175 WATER STREET NEW YORK, NY 10038
DISCOVER PROPERTY & CASUALTY INSURANCE CO	EXCESS GENERAL LIABILITY	6/15/03-7/01/04	D002Q00080	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
UNITED STATES FIDELITY & GUARANTY CO	PRIMARY AUTOMOBILE	6/15/03-7/01/04	D002A00151	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
UNITED STATES FIDELITY & GUARANTY CO	PRIMARY AUTOMOBILE	6/15/03-7/01/04	D002A00152	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
UNITED STATES FIDELITY & GUARANTY CO	PRIMARY AUTOMOBILE	6/15/03-7/01/04	D002A00153	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
DISCOVER PROPERTY & CASUALTY INSURANCE CO	EXCESS GENERAL LIABILITY	7/01/04-7/01/05	D002Q00109	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032

**Exhibit O-2**

**REMAINING INSURANCE POLICIES TO BE ASSUMED**

<b>INSURER</b>	<b>COVERAGE TYPE</b>	<b>COVERAGE PERIOD</b>	<b>POLICY #</b>	<b>ADDRESS</b>
DISCOVER PROPERTY & CASUALTY INSURANCE CO	PRIMARY AUTOMOBILE	7/01/04-10/01/04	D002A00300	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
DISCOVER PROPERTY & CASUALTY INSURANCE CO	PRIMARY AUTOMOBILE	7/01/04-10/01/04	D002A00301	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
DISCOVER SPECIALTY INSURANCE COMPANY	PRIMARY AUTOMOBILE	7/01/04-10/01/04	D002A00302	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032
LUMBERMAN'S MUTUAL CASUALTY COMPANY & AFFILIATES	WORKERS' COMPENSATION; GENERAL LIABILITY; AUTO LIABILITY	7/1/89-7/1/03	MULTIPLE	500 WEST MADISON STREET, SUITE 1100 CHICAGO, IL 60661
ALLIED WORLD ASSURANCE COMPANY	PROPERTY	10/1/04	MULTIPLE	BERMUDA COMMERCIAL BANK BUILDING 43 VICTORIA STREET HAMILTON HM 12 BERMUDA
AMERICAN ALTERNATIVE INSURANCE CORP	PROPERTY	10/1/04	MULTIPLE	555 COLLEGE ROAD EAST PRINCETON, NJ 08543
ESSEX INSURANCE COMPANY	PROPERTY	10/1/04	MULTIPLE	TEN PARKWAY NORTH DEERFIELD, IL 60015
LANDMARK INSURANCE CO	PROPERTY	10/1/04	MULTIPLE	945 E PACES FERRY RD #1800 ATLANTA, GA 30326
GREAT AMERICAN CUSTOM INSURANCE SERVICES	PROPERTY	10/1/04	MULTIPLE	725 SOUTH FIGUEROA STREET SUITE 3400 LOS ANGELES, CA 90017
MT HAWLEY INSURANCE COMPANY	PROPERTY	10/1/04	MULTIPLE	9025 N LINDBERGH DRIVE PEORIA, IL 61615
AMERICAN INSURANCE COMPANY/AMERICAN EMPIRE	PROPERTY	10/1/04	MULTIPLE	580 WALNUT STREET CINCINNATI, OH 45202
LLOYD'S OF LONDON	PROPERTY	10/1/04	MULTIPLE	MENDES & MOUNT 750 SEVENTH AVENUE NEW YORK, NY 10019
SAFETY NATIONAL CASUALTY COMPANY	EXCESS WORKER'S COMPENSATION	7/1/02 - 05	MULTIPLE	2043 WOODLAND PARKWAY ST. LOUIS, MO 63146



Exhibit O-2

REMAINING INSURANCE POLICIES TO BE ASSUMED

INSURER	COVERAGE TYPE	COVERAGE PERIOD	POLICY #	ADDRESS
AETNA	EXCESS	UNKNOWN	MULTIPLE	151 FARMINGTON AVE HARTFORD, CT 06156
EMPLOYERS' RE (SWISS RE)	EXCESS WORKER'S COMPENSATION	1983 – 2002	MULTIPLE	MYTHENQUAI 50/60 P.O. BOX 8022 ZURICH, SWITZERLAND
ZURICH US	UNDERGROUND STORAGE TANKS	3/18/05	MULTIPLE	1400 AMERICAN LANE SCHAUMBURG, IL 60196
FIREMAN'S FUND INS CO	ROLLING STOCK	10/1/04	MULTIPLE	777 SAN MARIN DR NOVATO, CA 94998
TIG INSURANCE COMPANY	UMBRELLA	7/1/95 – 96 7/1/96 - 97	XLB9231020 XLB9231247	P.O. BOX 152870 IRVING, TX 75015
FEDERAL INSURANCE COMPANY	UMBRELLA	10/1/84 – 7/1/05	7906-07-04	P.O. BOX 1615 WARREN, NJ 07061
AMERICAN NATIONAL FIRE	UMBRELLA	7/1/95 – 96 7/1/96 – 97 7/1/97 - 98 7/1/98 – 99 7/1/99 – 00	TUE8918934 WXX-9-88-93-54 EXX-9-88-93-54- 02 EXX-9-88-93-54 EXX-9-88-93-54- 06	580 WALNUT ST. CINCINNATI, OH 45202
FIREMEN'S FUND INSURANCE CO.	UMBRELLA	7/1/95 – 96 7/1/96 – 97 7/1/97 – 98 7/1/98 – 99 7/1/99 – 00 7/1/00 – 01 7/1/02 – 03 7/1/03 – 04 7/1/04 – 05	XXK82510637 XXK-00-7408- 7834 XXK-000-7408- 7834 XXK-00-6807- 2057 XXK-000-6818- 7632 XXK-000-9637- 7924 XXK-85145878 XXK-85597573 XTM86276904	777 SAN MARIN DRIVE NOVATO, CA 94998
AMERICAN ALLIANCE	POLLUTION	4/30/95 – 96 4/30/96 – 97 4/30/97 – 98 4/30/98 – 99 4/30/99 – 00 4/30/00 – 01 4/30/01 – 02	KST773-22-22- 02 KST773-22-22- 04 KST773-22-22- 03 KST773-22-22- 06 KST773-22-22- 06 KST773-22-22- 08 KST773-22-22- 09	580 WALNUT ST. CINCINNATI, OH 45202

**Exhibit O-2**

**REMAINING INSURANCE POLICIES TO BE ASSUMED**

INSURER	COVERAGE TYPE	COVERAGE PERIOD	POLICY #	ADDRESS
COMMERCE & INDUSTRY (AIG)	POLLUTION	8/28/95 – 96 8/28/96 – 97 8/28/97 – 98 8/28/98 – 99 8/28/99 – 00 8/28/00 – 01 8/28/01 – 02	FPL5879793 FPL8075295 FPL8079763 FPL8084434 FLP8084434 FLP8084434 FPL7511549	70 PINE STREET NEW YORK, NY 10270
RELIANCE	FIDELITY	10/1/97 – 98 10/1/98 – 99 10/1/99 – 00	B2442517	3 PARKWAY, FL 5 PHILADELPHIA, PA 19102
SECURITY INS CO OF HARTFORD	ROLLING STOCK	11/20/97 – 98 11/20/98 – 99	CCIM26686 OICIMJ13250	1145 NICHOLSON ROAD, UNIT 2 NEWMARKET, ON, L3Y 9C3 CANADA
TRANSCONTINENTAL INSURANCE CO	UMBRELLA	7/1/97 – 98	CPU167040951	CNA PLAZA 333 S. WABASH CHICAGO, IL 60685
LUMBERMAN'S MUTUAL INS CO	UMBRELLA	7/1/98 – 99 7/1/99 – 00 7/1/00 – 01	9SX119027	1 KEMPER DRIVE LONG GROVE, IL 60049
TRAVELERS INSURANCE CO	CRIME	10/1/00 – 01	030BY10337777 6	385 WASHINGTON STREET ST. PAUL, MN 55102
OHIO CASUALTY	UMBRELLA	7/1/00 – 01 7/1/01 – 02	ECO 52508659 ECO 252508659	9450 SEWARD ROAD FAIRFIELD, OH 45014
NATIONAL UNION	UMBRELLA	7/1/01 -02 7/1/02 -03 7/1/03 -04 7/1/04 – 05	BE8714308 BE2130694 BE2860396 BE2860722	70 PINE STREET NEW YORK, NY 10270
KEMPER INSURANCE CO	UMBRELLA	7/1/01 – 02 7/1/02 – 03	9SR131144	1 KEMPER DRIVE LONG GROVE, IL 60049
AMERICAN INTL SPECIALTY LINES (AIG)	POLLUTION	2/8/02 – 2/8/12	PLS1957965	70 PINE STREET NEW YORK, NY 10270
ST. PAUL INSURANCE CO	UMBRELLA	7/1/03 – 04 7/1/04 – 05	QI06800402 QI06800623	385 WASHINGTON STREET ST. PAUL, MN 55102
NATIONAL UNION	CRIME	7/1/03 – 04	3607780	70 PINE STREET NEW YORK, NY 10270
ACE AMERICAN	UNDERGROUND STORAGE TANK	3/18/05 – 06	TSPG21829845	436 WALNUT STREET PHILADELPHIA, PA 55102
ILLINOIS UNION	UNDERGROUND STORAGE TANK	3/18/05 – 06	G21829857	437 WALNUT STREET PHILADELPHIA, PA 55102
ACE AMERICAN	WORKER'S COMPENSATION	6/15/03 – 6/30/04 6/15/03 – 6/30/04 6/30/04 – 7/1/05 6/30/04 – 7/1/05	WLRC43522225 5 SCFC435222206 WLRC43978962 SCFC43979267	C/O JEFFREY FISHER, ESQ. 5 BATTERSON PARK FARMINGTON, CT 06032

**Exhibit O-2**

**REMAINING INSURANCE POLICIES TO BE ASSUMED**

<b>INSURER</b>	<b>COVERAGE TYPE</b>	<b>COVERAGE PERIOD</b>	<b>POLICY #</b>	<b>ADDRESS</b>
AETNA	EXCESS WORKER'S COMPENSATION	VARIOUS	MULTIPLE	151 FARMINGTON AVE HARTFORD, CT 06156
ARABELLA MUTUAL	AUTO LIABILITY	07/01/95-02	X3P082945	30 ROCKEFELLER PLAZA, 11 <sup>TH</sup> FLOOR NEW YORK, NY 10112
CNA	UMBRELLA	MULTIPLE	VARIOUS	CNA PLAZA 333 S. WABASH CHICAGO, IL 60685
CNA	WORKER'S COMPENSATION AND EXCESS WORKER'S COMPENSATION	1970 – 77	VARIOUS	CNA PLAZA 333 S. WABASH CHICAGO, IL 60685
CONSTITUTION STATES & BOWRING NO. AMERICA	UMBRELLA	10/1/86 - 07/1/88	VARIOUS	PART OF MARSH MCCLENNAN 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036
CRUM & FORSTER	UMBRELLA	07/01/91 – 95	VARIOUS	ATTN: PAULA WILEY POB 2942 SHAWNEE MISSION, KS 66201-1342
EMPLOYERS INS OF WAUSAU	EXCESS WORKER'S COMPENSATION	1973 – 1977	VARIOUS	WAUSAU CLAIMS POB 4025 BEAVERTON, OR 97076
FIREMAN'S FUND	UMBRELLA	10/1/77 – 7/1/86 7/1/97 – 99	VARIOUS XXK-000-8315-0714	P. O. BOX 777 NOVATO, CA 94998
FIRST STATES & BOWRING NO. AMERICA	UMBRELLA	10/1/85 – 7/1/87	VARIOUS	PART OF MARSH MCCLENNAN 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036
FORUM INS & BOWRING NO. AMERICA	UMBRELLA	10/1/84 – 85	UB100854	PART OF MARSH MCCLENNAN 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036
GENERAL INSURANCE (GENESIS)	EXCESS WORKER'S COMPENSATION	10/1/74 – 83	VARIOUS	GENESIS UNDERWRITING MGMT CO. 1 NORTH WACKER DRIVE, SUITE 1750 CHICAGO, IL 60606
GRANITE STATE INSURANCE	UMBRELLA	10/1/83 – 84	6683-4162	70 PINE STREET NEW YORK, NY 10270
HIGHLANDS INS & BOWRING NO. AMERICA	UMBRELLA	10/1/84 – 86	VARIOUS	PART OF MARSH MCCLENNAN 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036

**Exhibit O-2**

**REMAINING INSURANCE POLICIES TO BE ASSUMED**

<b>INSURER</b>	<b>COVERAGE TYPE</b>	<b>COVERAGE PERIOD</b>	<b>POLICY #</b>	<b>ADDRESS</b>
HOME INDEMNITY INSURANCE	AUTO & GENERAL LIABILITY	10/1/80 – 84	MULTIPLE	PART OF BERKSHIRE HATHAWAY 1400 KIEWIT PLAZA OMAHA NE 68131
HOME INDEMNITY INSURANCE	WORKER'S COMPENSATION	10/1/80 – 84	MULTIPLE	PART OF BERKSHIRE HATHAWAY 1400 KIEWIT PLAZA OMAHA NE 68131
INTEGRITY INSURANCE	UMBRELLA	10/1/84 – 85	XL209679	2121 E. CAPITAL DRIVE APPLETON, WI 54912
INTERNATIONAL INSURANCE & LONDON AGENCY	UMBRELLA	10/1/87 – 7/1/90	VARIOUS	L'AVENIR, OPLADIN WAY BRACKNELL BERKSHIRE RG12 OPH, UK
INTERSTATE FIRE & CASUALTY	UMBRELLA	10/1/86 – 7/1/89	VARIOUS	33 W. MONROE ST. CHICAGO, IL 60603
MISSION INSURANCE & SAYRE & TOSO	UMBRELLA	10/1/78 – 85	VARIOUS	2770 BIDDLE ROAD MEDFORD, OR 97504
NATIONAL UNION FIRE	UMBRELLA	7/1/89 – 91	VARIOUS	70 PINE STREET NEW YORK, NY 10270
NATIONWIDE MUTUAL INSURANCE	AUTO & GENERAL LIABILITY	10/1/84 – 7/1/87	MULTIPLE	ONE NATIONWIDE PLAZA COLUMBUS, OH 43215
NATIONWIDE MUTUAL INSURANCE	WORKER'S COMPENSATION	10/1/84 – 7/1/87	MULTIPLE	ONE NATIONWIDE PLAZA COLUMBUS, OH 43215
NORTHBROOK INSURANCE (ALLSTATE)	AUTO & GENERAL LIABILITY	7/1/87 – 89	MULTIPLE	3075 SANDERS RD., #G2H NORTHBROOK, IL 60062
NORTHBROOK INSURANCE (ALLSTATE)	WORKER'S COMPENSATION	7/1/87 – 89	MULTIPLE	3075 SANDERS RD., #G2H NORTHBROOK, IL 60062
PACIFIC EMPLOYERS INSURANCE (INA)	UMBRELLA	10/1/85 – 86	XCC012074	436 WALNUT PHILADELPHIA, PA 19106
ROYAL INDEMNITY	UMBRELLA	10/1/84 – 85	ED102893	9300 ARROWPOINT BLVD CHARLOTTE, NC 28273
TWIN CITY FIRE (HARTFORD)	UMBRELLA	10/1/85 – 7/1/89	VARIOUS	ONE HARTFORD PLAZA HARTFORD, CT 06155
ZURICH INTERNATIONAL INSURANCE	UMBRELLA	10/1/86 – 7/1/87	73 628 86 C	1400 AMERICAN LANE SCHAUMBERG, IL 60196

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
10029	6/28/2001	7-Eleven, Inc.	EDI Trading Agreement	7-Eleven Inc EDI Business Mgr	2711 N Haskell Ave	Dallas	TX	75204
15002	2/1/2001	AAFES Operations Center	Master Trademark License and Distribution Agreement	AAFES Operations Center SD-F/C (Ms Stolz), Contracting Branch	2727 LBJ Freeway	Dallas	TX	75234
6043	1/9/2000	ABCD Sales	Broker Agreement	ABCD Sales Bob Wilkerson, President	1680 Hwy 161	Montgomery City	MO	63361
15029	9/5/1990	AC Nielsen Company	Agreement for NCH Manufacturer Service	AC Nielsen Company	5513 N Cumberland Ave	Chicago	IL	60636
6026	1/9/2000	Acosta Sales	Broker Agreement	Acosta Sales	3807 N 7th St	Phoenix	AZ	85014
6028	1/9/2000	Acosta Sales	Broker Agreement	Acosta Sales	PO Box 4918	Diamond Bar	CA	91765
6029	1/9/2000	Acosta Sales	Broker Agreement	Acosta Sales	PO Box 5063 T A	Denver	CO	80217
6068	1/9/2000	Acosta Sales	Broker Agreement	Acosta Sales	PO Box 2537	Spokane	WA	99200
6055	8/22/2004	Acosta Sales & Marketing	Broker Agreement	Acosta Sales & Marketing	1170 Rittenhouse Rd	Norristown	PA	19383
6045	5/1/2001	Acosta Sales Co., Inc.	Broker Agreement	Acosta Sales Co., Inc.	2800 Westoak Dr	Charlotte	NC	28217
6037	1/9/2000	Acosta/ PMI	Broker Agreement	Acosta/ PMI	PO Box 797	Shawnee Mission	KS	66201
12060	7/1/2004	Advanced Organics Inc	Service Agreement	Advanced Organics Inc	701 W Johnson St	Upper Sandusky	OH	43351
6054	1/9/2000	Advantage NW	Broker Agreement	Advantage NW	PO Box 23139	Portland	OR	97224
6067	1/9/2000	Advantage NW	Broker Agreement	Advantage NW	13610 1st Ave S	Seattle	WA	98168
6069	1/9/2000	Advantage Sales	Broker Agreement	Advantage Sales	PO Box 483	Brookfield	WI	53008
6061	4/9/2001	Advantage Sales & Marketing	Broker Agreement	Advantage Sales & Marketing	3233 South Loop 289 Ste 450	Lubbock	TX	79423

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
6023	1/9/2001	Advantage/ Bass Sales & Marketing	Broker Agreement	Advantage/ Bass Sales & Marketing	5401 Cordova Ste 105	Anchorage	AK	99518
6052	12/16/2000	Advantage/ ESM	Broker Agreement	Advantage/ ESM	5219 Peters Creek Rd	Roanoke	VA	24019
23001	6/10/2004	Advanced Organics Inc	Service Agreement	Advanced Organics Inc	701 West Johnson St	Upper Sandusky	OH	43351
17016	7/1/1998	Alan Pike	Distributor Agreement	Alan Pike	PO Box 2023	Sault St Marie	MI	49783
2033	11/29/2001	Alaska Pride Baking Company LLC	License Agreement	Alaska Pride Baking Company LLC Jacquie Luke	1001 E Bengar Blvd	Anchorage	AK	99518
6024	1/12/2003	Alliance Sales & Marketing	Broker Agreement	Alliance Sales & Marketing	2151 Old Rocky Ridge Rd Ste 110	Birmingham	AL	35255
6057	3/7/2004	Alliance Sales & Marketing	Broker Agreement	Alliance Sales & Marketing	1120 West Butler Rd Ste M	Greenville	SC	29607
6070	9/19/2004	Alliance Sales & Marketing	Broker Agreement	Alliance Sales & Marketing	7300 Carmel Executive Park Ste 200	Charlotte	NC	28266
361	8/21/2003	American Express Travel Related Services Company Inc	Corporate Card Account Agreement for the United States	American Express Travel Related Services Company Inc Travel Group Service Center	Corporate Card Unit 20022 N 31st Ave	Phoenix	AZ	85027
IP002	1/12/2000	American Bakers Cooperative, Inc.	Tradename Agreement	American Bakers Cooperative Inc	222 Randolph Suite 202	Clifton	NJ	07011
4002	4/1/2004	American Express Travel Related Services Company, Inc.	Guaranty of Payment Agreement for Basic Control Accounts with Limits	American Express Travel Related Services Company, Inc. Guaranty Unit	20022 N 31st Ave	Phoenix	AZ	85027
15001	4/15/2004	American Heart Association, Inc.	Certification Mark License Agreement Food Products	American Heart Association, Inc. Certification Manager	7272 Greenville Ave	Dallas	TX	75231
205	6/20/1983	Arctic Sun Dist	Distributor Agreement	Arctic Sun Dist	4721 E Bogard Rd	Wasilla	AK	99654
	Unknown	Athens	Distributor Agreement	Athens	1847 E 14th St	Oakland	CA	94606

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
15053	10/1/2001	Aurora Power Resources Inc	Natural Gas Sales Agreement	Aurora Power Resources Inc	1029 W Third Ave Ste 220	Anchorage	AK	99501
509	1/4/1990	Automotive Rentals	Lease Agreement	Automotive Rentals, Inc.	9000 Midlantic Dr PO Box 5039	Mt Laurel	NJ	08054
11034	10/15/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00001	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11035	10/23/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00002	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11036	10/27/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00003	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11037	11/12/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00004	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11038	12/18/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00005	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11039	12/19/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00006	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11040	12/19/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00007	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11041	12/20/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00008	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11042	12/20/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00009	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11043	12/20/2003	Bank of America / Fleet Capital Corp	Lease Schedule 36104-00010	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
11033	10/15/2003	Bank of America / Fleet Capital Corp	Master Equipment Lease Agreement No 36104	Bank of America / Fleet Capital Corp	One Financial Plaza	Providence	RI	02903 2448
6020	4/14/2000	Bayless & Associates	Contract Region Manager Agreement	Bayless & Associates	12015 Manchaca Rd	Austin	TX	78748

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
	7/1/2002	Beeline Distributing	Distributor Agreement	Beeline Distributing	130 S Beeline	Payson	AZ	85541
	Unknown	Best Express	Distributor Agreement	Best Express	1730 Sabre St	Hayward	CA	94545
SMH006 230- 006248	2/18/1999	Bestfoods Baking Distribution Company	Distribution Agreement	Bestfoods Baking Distribution Company	55 Paradise Lane	Bay Shore	NY	11706
	Various	BISYS	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	BISYS	200 Dryden Rd	Dresher	PA	19035
6050	2/12/2001	BMRF Company Inc.	Broker Agreement	BMRF Company Inc.	3948 Sunbeam Rd, #3	Jacksonville	FL	32217
KL000005	9/3/2002	BNY Capital Resources Corporation	Master Equipment Lease Agreement	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000004	9/3/2002	BNY Capital Resources Corporation	Master Guarantee	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000006	9/3/2002	BNY Capital Resources Corporation	Schedule 1	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000007	9/3/2007	BNY Capital Resources Corporation	Schedule 2	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000008	10/11/2002	BNY Capital Resources Corporation	Schedule 3	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000009	10/11/2002	BNY Capital Resources Corporation	Schedule 4	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000010	10/11/2002	BNY Capital Resources Corporation	Schedule 5	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111
KL000011	12/16/2002	BNY Capital Resources Corporation	Schedule 6	BNY Capital Resources Corporation	8400 East Prentice Ave. Suite 240	Greenwood Village	CO	80111



## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
	Unknown	Brent & Joy Distributing	Distributor Agreement	Brent & Joy Distributing	3260 W 3000 North	Moore	ID	83255
	Various	Broadspire Services Inc.	All Risk Management Services Agreements		1601 SW 80th Terrace	Plantation	FL	33324
492	2/2/2004	C&C Snacks Distributing	Distributor Agreement	C&C Snacks Distributing	1430 Bessemer Dr	El Paso	TX	79936
SK155	1-Mar-02	California Pretzel Co., Inc.	San Francisco French Bread-California Pretzel Co., Inc. Co-Packing Agreement	California Pretzel Co., Inc.	2235 West Goshen Avenue	Visalia	CA	93291
14100	8/18/2003	Candice Davis	Distributor Agreement	Candice Davis	8480 Woodridge Street	Davidson	MI	48333
17027	10/6/2003	Candy Mountain Distributing	Distributor Agreement	Candy Mountain Distributing	111 E. Daily	Rawlins	WY	82801
	4/2/1998	Carlos Haro Villanes	Distributor Agreement	Carlos Haro Villanes	2636 Denna Ave	Nogalas	AZ	85011
10097	8/28/2002	Caseys General Store	EDI Trading Agreement	Casey's General Stores, Inc. EDI Business Manager	One Convenience Blvd	Ankeny	IA	50021
424	11/1/1992	Castle Valley Distributing	Distributor Agreement	Castle Valley Distributing	2913 W Hilltop Rd	Price	UT	84901
	Various	Ceridian Benefit Services	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	Ceridian Benefit Services	PO Box 10989	Newark	NJ	07103
	Various	CIGNA	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	CIGNA	7400 W 110th St Suite 400	Overland Park	KS	66210
	Various	CIGNA Behavioral Health Care Inc	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	CIGNA Behavioral Health Care Inc	PO Box 1450 NW 7307	Minneapolis	MN	55485

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
6081	1/4/2001	Citicorp Del-Lease, Inc.	Equipment Lease Agreement and Leasing Schedule as Modified by the Stipulation Entered between the parties and approved by the Bankruptcy Court	Citicorp Del-Lease, Inc.	450 Mamaroneck Ave	Harrison	NY	10528
6081	7/16/2001	Citicorp Del-Lease, Inc.	Equipment Lease Agreement and Leasing Schedule as Modified by the Stipulation Entered between the parties and approved by the Bankruptcy Court	Citicorp Del-Lease, Inc.	450 Mamaroneck Ave	Harrison	NY	10528
6081	5/8/2003	Citicorp Del-Lease, Inc.	Equipment Lease Agreement and Leasing Schedule as Modified by the Stipulation Entered between the parties and approved by the Bankruptcy Court	Citicorp Del-Lease, Inc.	450 Mamaroneck Ave	Harrison	NY	10528
80	4/19/2004	Citrix Systems Inc	Citrix Open License Agreement	Citrix Systems Inc Customer Service	6400 Northwest Sixth Way	Fort Lauderdale	FL	33309
1008	5/2/2004	Citrix Systems Inc	Preferred Support Services Agreement	Citrix Systems Inc Tom Nicholas	161 N Clark 42nd Flr	Chicago	IL	60664
14095	7/1/1998	Clifford Leibold	Distributor Agreement	Clifford Leibold	5896 Birchcrest	Saginaw	MI	48603
	Unknown	Coastal Pacific Food Distributors	Distributor Agreement	Coastal Pacific Food Distributors	PO Box 79175	Baltimore	MD	21279
4009	11/11/1911	Comdata Business Fleet Services	Comchek/Mastercard Fleet Card Agreement	Comdata Business Fleet Services	5301 Maryland Way	Brentwood	TN	37027
4008	4/5/2004	Comdata Network Inc	MasterCard Corporate Card Agreement	Comdata Network Inc	5301 Maryland Way	Brentwood	TN	37027
5076	11/1/2001	Commercial Energy of Montana	End User Natural Gas Purchase Agreement	Commercial Energy of Montana	118 E Main St	Cut Bank	MT	59427

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
SK157	27-Mar-98	Consolidated Biscuit Company	Interstate Brands Corporation-Consolidated Biscuit Company Contract Packing Agreement	Consolidated Biscuit Company	312 Rader Road	McComb	OH	45858
207	12/20/1982	Copper Basin Dist, Inc	Distributor Agreement	Copper Basin Dist, Inc	PO Box 364	Glen Allen	AK	99588
5110	8/12/2003	Cornerstone Energy Inc	Base Agreement for Use with Summit Energy Customers	Cornerstone Energy Inc Mike Squires	11011 Q St Ste 106A	Omaha	NE	68137
6025	6/2/2003	Cross International Sales & Marketing	Broker Agreement	Cross International Sales & Marketing Lidia Cross	22332 N 82nd Ln	Peoria	AZ	85333
6034	1/9/2000	Crossmark	Broker Agreement	Crossmark	2435 Kimberly Rd Ste 300 S	Bettendorf	IA	52522
6041	1/9/2000	Crossmark	Broker Agreement	Crossmark	PO Box 8032	Plymouth	MI	48170
6021	4/14/2000	D/P Universal Sales, Inc. North	Contract Region Manager Agreement	D/P Universal Sales, Inc. North H. Richard Ellingson	3948 Sunbeam Rd Ste 7	Jacksonville	FL	32217
6022	4/14/2000	D/P Universal Sales, Inc. South	Contract Region Manager Agreement	D/P Universal Sales, Inc. South H. Richard Ellingson	3948 Sunbeam Rd Ste 7	Jacksonville	FL	32217
416	6/1/1999	Daichya Love's Bakery Inc	Distributor Agreement	Daichya Love's Bakery Inc	911 Middle St	Honolulu	HI	96819
14090	5/17/1999	Dan Doolan	Distributor Agreement	Dan Doolan	6234 Willowdale Ct	Burton	MI	48604
SK209		Demonja Distributing	Distributor Agreement	Demonja Distributing	474 H Avenue	Limon	CO	
10095	1/27/2003	Demoular/Market Basket	EDI Trading Agreement	Demoular Market Basket	875 East Street	Tewksbury	MA	01876
11006	8/31/2004	Dominick's Finer Foods, LLC	Private Label Manufacturing and Supply Agreement	Dominick's Finer Foods, LLC Jewel Hart Vice President Bakery Safeway, Inc.	5918 Stoneridge Mall Rd	Pleasanton	CA	94588

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
SMH001 700- SMH001 701	10/9/02	EFS National Bank	EFS National Bank Authorization, Settlement and payment Merchant Agreement		2525 Horizon Lake Drive, Suite 120	Memphis	TN	38133
15098	1/20/2004	Environmental Management Services Inc	Consulting Agreement	Environmental Management Services Inc	56 E 15th Ave	Eugene	OR	97401- 4053
567	2/2/2004	ERP Solutions Inc	Software License Agreement	ERP Solutions Inc	100 Crescent Court, Seventh Floor	Dallas	TX	75201
	Various	ESIS, Inc	All Risk Management Services Agreements		436 Walnut Street	Philadelphia	PA	19106
SMH000 469- SMH000 476	2/20/81	Eurpac Service Incorporated	Military Sales - Overseas Broker Representation Contract			Greenwich	CT	
	Various	EyeMed Vision Care	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	EyeMed Vision Care	4000 Luxottica Place	Mason	OH	45040
SK9	November [x], 1997	Federated Group, Inc.	Federated Group License	N/A	-	-	-	
4145	9/1/1999	Feed Commodities LLC	Service Agreement	Feed Commodities LLC	2006 Portland Ave	Tacoma	WA	98421
14104	9/13/2004	Fick Distributing	Distributor Agreement	Fick Distributing	2200 Gravel Creek Rd	Northland	MI	48461
10092	7/16/2004	Food Lion LLC	EDI Trading Agreement	Food Lion, LLC Legal Dept	2110 Executive Dr	Salisbury	NC	28147
10093	8/30/2004	Food Lion LLC	Food Lion & IBC Sales Corporation Pay By Scan Process Protocol Agreement	Food Lion LLC Legal Dept	2110 Executive Dr	Salisbury	NC	28147

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
	Various	Frontier Trust Company	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	Frontier Trust Company	PO Box 10699	Fargo	ND	58106
16154	5/27/2002	Full Circle Sales	Distributor Agreement	Full Circle Sales	4752 N Camino DeLa Codorniz	Tucson	AZ	85745
	7/1/2003	GE Capital	Lease #4202600001	General Electric Capital Corporation	1010 Thomas Edison Blvd SW	Cedar Rapids	IA	52405
	7/29/2003	GE Capital	Lease #6769352003	General Electric Capital Corporation	1010 Thomas Edison Blvd SW	Cedar Rapids	IA	52405
	3/29/2004	GE Capital	Lease #6769352004	General Electric Capital Corporation	1010 Thomas Edison Blvd SW	Cedar Rapids	IA	52405
	7/29/2003	GE Capital	Lease #6971421002	General Electric Capital Corporation	1010 Thomas Edison Blvd SW	Cedar Rapids	IA	52405
	2/24/2004	GE Capital	Lease #7281062001	General Electric Capital Corporation	1010 Thomas Edison Blvd SW	Cedar Rapids	IA	52405
	3/29/2004	GE Capital	Lease #7292823001	General Electric Capital Corporation	1010 Thomas Edison Blvd SW	Cedar Rapids	IA	52405
	7/30/1996	GE Fleet Services	Truck Lease		2988 Campus Drive	San Mateo	CA	94403
14114	1/5/2004	Grand Hill Distributing	Distributor Agreement	Grand Hill Distributing	2944 Pineridge Drive	Craig	CO	81625
208	4/2/1983	Great Alaskan Food Company	Distributor Agreement	Great Alaskan Food Company	1851 Fox Avenue	Fairbanks	AK	99701
239	3/5/1990	Hanel Distributing Co	Distributor Agreement	Hanel Distributing Co	3536 South Highway 17	Alamosa	CO	81101
21035	7/30/2004	Hasler Financial Services, LLC	Lease Agreement	Hasler Financial Services, LLC	3400 Bridge Pkwy Ste 201	Redwood City	CA	94065

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
SK25	21-Jul-87	Heileman Baking Company ("Licensee") (now assigned to Metz Baking Company)	Metz 1987 License	Metz Baking Company Attn: General Counsel	520 Lake Cook Road, Suite 520	Deerfield	IL	60015
13011	5/1/1996	Hostess Cake Distributors of South Florida Inc	Distributor Agreement	Hostess Cake Distributors of South Florida Inc	1385 SW 12th Ave	Pompano Beach	FL	33069
622	7/22/2002	Incident Reports, Inc	Application Services Level Agreement	Incident Reports Inc.	4094 Majestic Ln Ste 267	Fairfax	VA	22033
	Various	ING Life Insurance and Annuity Company	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	ING Life Insurance and Annuity Company	151 Farmington Avenue, TN11	Hartford	CT	06106
6027	2/11/2002	Interlink Marketing Group	Broker Agreement	Interlink Marketing Group	5700 Stoneridge Mall Rd Ste 220	Pleasanton	CA	94588
6035	11/17/2002	Interlink Marketing Group	Broker Agreement	Interlink Marketing Group	5700 Stoneridge Mall Rd Ste 220	Pleasanton	CA	94588
IP006	2/28/2000	International Foods Company	Master Trademark License, Technical Assistance and Distribution Agreement	International Foods Company	3 Helmy Badawy Street	Cairo	Egypt	
10050	12/1/1996	Iron Mountain	Records Management and Service Agreement	Iron Mountain	6301 Winchester Ave Ste 611A	Kansas City	MO	64113
6038	1/9/2000	J Dall Thomas	Broker Agreement	J Dall Thomas Dean Thomas	1235 Sams Ave	Harahan	LA	70123
14098	5/17/1999	James Kruszka	Distributor Agreement	James Kruszka	6230 E Court Street	Burton	MI	48509
14099	7/1/1998	Jeff Griffin	Distributor Agreement	Jeff Griffin	10988 Henderson Road	Corunna	MI	48817
26005	5/17/1999	Jim and Betty Southard dba Southard Distributors, Inc.	Distributor Agreement	Jim and Betty Southard dba Southard Distributors, Inc.	100 Stout Drive	Elk City	OK	73648
428	3/1/1998	JKD Distributing	Distributor Agreement	JKD Distributing	PO Box 724	Snowville	UT	84336

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
14102	10/8/2002	John Francisco	Distributor Agreement	John Francisco	13516 North Road	Fenton	MI	48430
5001	7/1/1984	John Hancock	Application for Group Annuity Contract	John Hancock	John Hancock Place PO Box 111	Boston	MA	02117
5002	10/1/1984	John Hancock	Application for Group Annuity Contract	John Hancock	John Hancock Place PO Box 111	Boston	MA	02117
5003	11/1/1985	John Hancock	Application for Group Annuity Contract	John Hancock	John Hancock Place PO Box 111	Boston	MA	02117
SMH005 995- 006055	8/1/2004	Johnson County Community College	Agreement		12345 College Boulevard	Overland Park	KS	66200
14097	5/14/2000	Jon MacIntosh	Distributor Agreement	Jon MacIntosh	8304 Jaclynn	Flushing	MI	48433
SK218	-	Juan Rodriguez	Distributor Agreement	Juan Rodriguez	131 E Oak St. #C38	Uvalde	TX	78801
14088	8/2/2002	Kevin Shirley	Distributor Agreement	Kevin Shirley	4480 S. Hillcrest Circle	Flint	MI	48466
SK133	6/19/2003	Kronos Inc.	Kronos Inc. Depot Repair Maintenance Agreement	Kronos Incorporated Attn: Director of Corporate Customer Service	297 Billerica Road	Chelmsford	MA	01824
SK133	9/13/2003	Kronos Inc.	Kronos Inc. Software Maintenance Agreement	Kronos Incorporated Attn: National Field Service Manager	297 Billerica Road	Chelmsford	MA	01824
10015	6/19/2003	Kronos Incorporated	Kronos Sales Agreement and Software License	Kronos Incorporated	297 Billerica Rd	Chelmsford	MA	01824
	Unknown	L & M Distributors	Distributor Agreement	L & M Distributors	6150 Rio Vista Lane	Carson City	NV	89701
6031	12/9/2000	L.H. Gamble	Broker Agreement	L.H. Gamble	3615 Harding Ave	Honolulu	HI	96816
SK187	9/1/1998	Larry R. Gosack DBA Lemhi Distributing	Distributor Agreement	Lemhi Distributing	909 Main Street	Salmon	ID	83467
SK222	10/16/1989	Las Vegas Wholesale	Distributor Agreement	Las Vegas Wholesale	407 Railroad	Las Vegas	NM	87701

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PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
IP008	12/27/1996	Lewis Brothers Baking Inc	License Agreement	Lewis Brothers Bakeries Inc. R. Jack Lewis, Jr.	500 N. Fulton Ave.	Evansville	IN	47710 1571
14178	9/20/2004	Leyva Enterprises	Distributor Agreement	Leyva Enterprises	PO Box 611	Keyenta	AZ	86033
SK223	-	Lonnies Snacks	Distributor Agreement	Lonnie Stevenson (Lonnies Snacks)	1606 1/2 Main Street	Roswell	NM	88203
16005	1/1/1999	Lou Misterly Brokerage	Warehouse and Distribution Services Agreement	Lou Misterly Brokerage	210 Ranger	Brea	CA	92821
	Various	Malnove Packaging Systems	All Contracts relating to the lease of packaging equipment at the Company's bakeries	Malnove Packaging Systems	3623 S 138 St	Omaha	NE	68144
6065	6/3/2001	Mancini Sales & Marketing	Broker Agreement	Mancini Sales & Marketing	219 Wren Ln	Aylett	VA	23099
370	3/31/1997	Marie Callender Pie Shops Inc	Trademark License Agreement	Marie Callender Pie Shops Inc James W. Stryker	27081 Aliso Creek Road, Suite 200	Aliso Viejo	CA	92656
	Various	Marshall & Ilsley Trust Company, N.A.	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	Marshall & Ilsley Trust Company, N.A.	221 W College Ave PO Box 1056	Appleton	WI	54912 100
10091	10/28/2003	Meijer Stores Limited Partnership, Meijer Inc., Meijer Distribution Inc	Scan Based Trading Agreement	Meijer Stores Limited Partnership, Meijer Inc., Meijer Distribution Inc	2929 Walker NW	Grand Rapids	MI	43544
	Unknown	MexBread	Distributor Agreement	MexBread	6774 Calle De Linea #104	San Diego	CA	92154
14089	3/21/2002	Michael Doolan	Distributor Agreement	Michael Doolan	2608 Flushing Road	Flint	MI	48504
433	1/4/1993	Miera Distributing Co	Distributor Agreement	Miera Distributing Co	PO Box 2227	Wendover	NV	89883
SK27	1-Apr-01	MJC SF LLC ("Licensee")	MJC SF LLC License Agreement	MJC SF LLC Attn: Joel Kleinfeld	2725 Oakdale Avenue	San Francisco	CA	94124
6063	6/4/2001	Monroe & Associates	Broker Agreement	Monroe & Associates	1870 Bitters Rd	San Antonio	TX	78248



## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE	Desc
14302	7/1/1998	Montana-Dakota Utilities Company	Gas Transportation Agreement	Montana-Dakota Utilities Company	PO Box 5650	Bismarck	ND	58506	
990	10/1/2001	Motion Industries Inc	Purchasing Arrangement Terms and Conditions	Motion Industries Inc	PO Box 1477	Birmingham	AL	35201	
243	5/1/1990	Mountain Valley Distributors Inc	Distributor Agreement	Mountain Valley Distributors Inc	PO Box 1174	Gunnison	CO	81230	
625	7/13/2004	MSC Industrial Direct Company	Extension of Current Agreement/Endorsement of MSC	MSC Industrial Direct Company	75 Maxess Road	Melville	NY	11777	
6032	1/9/2000	MSM Solutions	Broker Agreement	MSM Solutions	7109 Hickman Rd	Des Moines	IA	50322	
6042	1/9/2000	MSM Solutions	Broker Agreement	MSM Solutions	5435 Feltle Rd	Minnetonka	MN	55333	
6044	1/9/2000	MSM Solutions	Broker Agreement	MSM Solutions	PO Box 2423	Fargo	ND	58108	
6047	1/9/2000	MSM Solutions	Broker Agreement	MSM Solutions	9427 F St	Omaha	NE	68177	
SMH004 641- SMH004 667	1/1/2002	NCH NuWorld Marketing Limited	Agreement for NCH Manufacturer Services	NCH Promotional Services	75 Tri-State International, Suite 400	Lincolnshire	IL	60069	
SK172	9/22/2003	Neely Distribution	Distributor Agreement	Neely Distribution	470-670 Reservoir Way	Susanville	CA	96130	
	Unknown	Nite Owl Distributors	Distributor Agreement	Nite Owl Distributors	PO Box 1712	Bishop	CA	93515	
17038	12/16/1988	Northern Sales Company of Alaska Inc	Distributor Agreement	Northern Sales Company of Alaska Inc	PO Box 021707	Juneau	AK	99802	
	Various	Northern Trust Bank of Florida NA	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	Northern Trust Bank of Florida NA	700 Brickell Ave	Miami	FL	33131	

## EXECUTORY CONTRACTS TO BE ASSUMED

PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
23005	8/16/2004	Ohio Gas Company	Special Arrangement for Firm Gas Transportation Service	Ohio Gas Company	200 West High St	Bryan	OH	43506
SK141	8/25/2003	Oracle Corporation	Oracle Corporation Service Agreement	Oracle Corporation*Note no notice provision exists. Address comes from the Miscellaneous provision of an amendment to the agreement.	1610 10 Desperes Road, Suite 120	St. Louis	MO	63131
SMH005 744- SMH005 749	1/9/1997	Orbit Software Group, Inc.	Enterprise License Agreement		1300 Clay Street, Suite 600	Oakland	CA	95122
5090	1/1/2004	Otter Tail Energy Services Co	Natural Gas Sales Transaction Agreement	Otter Tail Energy Services Co	224 E Washington	Fergus Falls	MN	56538-0496
5091	1/1/2004	Otter Tail Energy Services Co	Natural Gas Sales Transaction Price Addendum	Otter Tail Energy Services Co	224 E Washington	Fergus Falls	MN	56538-0496
5133	1/1/2004	Otter Tail Energy Services Co	Otter Tail Energy Services Natural Gas Sales Transaction Agreement	Otter Tail Energy Services Co	224 E Washington	Fergus Falls	MN	56538-0496
6254	10/15/2001	Packard Wholesale & Dist.	Distributor Agreement	Packard Wholesale & Dist.	Verl Packard PO Box 185	Moab	UT	84522
14096	7/1/1998	Paul Enos	Distributor Agreement	Paul Enos	6265 Humphrey	Flushing	MI	48433
22015	11/8/1999	Penske Truck Leasing	Vehicle Lease Service Agreement	Penske Truck Leasing	Route 10 Green Hills Box 563	Reading	PA	19603
	2/1/1998	PFS Distributing	Distributor Agreement	PFS Distributing	7671 N John Hancock	Tucson	AZ	85741
	12/1/1997	Pilkington Distributors	Distributor Agreement	Pilkington Distributors	4339 W Adamson	Showlow	AZ	85901
6071	4/5/1999	Premier Concepts	Broker Agreement	Premier Concepts	PO Box 1278	Bentonville	AR	72712
6062	1/9/2000	Profit Planners	Broker Agreement	Profit Planners	2000 North Loop West, #120	Houston	TX	77018

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15017	6/8/1992	Promotion Management Inc	Agreement for PMI Coupon Management Services	Promotion Management Inc	113 McHenry Rd Ste 293	Buffalo Grove	IL	60089
	Various	Prudential Group Insurance	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	Prudential Group Insurance	290 W Mt Pleasant Ave	Livingston	NJ	07039
17100	1/1/2004	Quality Bakers of America Cooperative Inc	Membership Agreement	Quality Bakers of America Cooperative, Inc	70 Riverdale Ave	Greenwich	CT	06831
17101	11/24/2003	Quality Bakers of America Cooperative, Inc	Quality Bakers of America Cooperative, Inc Limited Sunbeam License for Affiliate Member	Quality Bakers of America Cooperative Inc	70 Riverdale Ave	Greenwich	CT	06831
6056	1/9/2000	R.P. Associates	Broker Agreement	R.P. Associates	1105 Lincoln Hgwy	North Versailles	PA	15137
6253	3/6/1986	R.S. Miller Distributing	Distributor Agreement	R.S. Miller Distributing	PO Box 725	Logan	UT	84303
244	6/17/1991	Ray Nelson	Distributor Agreement	Ray Nelson	3466 E Highway 50	Salida	CO	81201
1021	1/1/1984	Raymond M Rushing	Salesman Owned Equipment Agreement	Raymond M Rushing	3170 Whitten Rd	Jackson	MS	39212
7055	1/22/2003	Recycle to Conserve, Inc.	Service Agreement	Recycle to Conserve, Inc.	1163 Belmont Street	Ontario	CA	91761
6060	6/3/2000	Reese Brokerage Co.	Broker Agreement	Reese Brokerage Co.	340 Shipley Fairy Rd	Blountville	TN	37617
22102	11/3/1998	Regal Foods LLC	Distributor Agreement	Regal Foods LLC	1200 E International Airport Rd	Anchorage	AK	99518
6033	4/4/2004	Reliance Food Brokerage Ohio	Broker Agreement	Reliance Food Brokerage Ohio	11136 Reading Rd	Sharonville	OH	45241
17067	1/22/2001	Ricardo M Rodriguez dba R&R Distributing	Distributor Agreement	Ricardo M Rodriguez dba R&R Distributing	1702 Primrose	Mission	TX	78572
14103	9/13/2004	Robert Doolan	Distributor Agreement	Robert Doolan	1817 S Reese Road	Reese	MI	48757

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6064	12/12/2001	Robins Brokerage	Broker Agreement	Robins Brokerage	PO Box 1506	Salt Lake City	UT	84110	
6019	1/1/2000	Robins Brokerage Company	Broker Agreement	Robins Brokerage Company	PO Box 1506	Salt Lake City	UT	84110	
22028	Various	Rock Tenn Converting Company	All Contracts relating to the lease of packaging equipment at the Company's bakeries	Rock Tenn Converting Company	504 Thrasher st	Norcross	GA	30071	
4019	8/1/2004	Rockwell Automation, Inc	Suggested Pricing Agreement	Rockwell Automation Inc Brian Koscielski	8407 Bond	Lenexa	KS	66244	
6256	4/19/1993	Rocky Mountain Produce Company, dba RMC Foods	Distributor Agreement	Rocky Mountain Produce Company, dba RMC Foods	825 North Industrial Road	St. George	UT	84090	
	1/1/1974	Roman Meal Company	License Agreement and Advertising Continuity Plan - Billings		PO Box 11126	Tacoma	WA	98411	
400	1/1/1974	Roman Meal Company	License Agreement and Advertising Continuity Plan - Bismark	Roman Meal Company	PO Box 11126	Tacoma	WA	98411	
	8/5/1985	Roman Meal Company	License Agreement and Advertising Continuity Plan - Boise		PO Box 11126	Tacoma	WA	98411	
395	1/1/1974	Roman Meal Company	License Agreement and Advertising Continuity Plan - Cincinnati	Roman Meal Company	PO Box 11126	Tacoma	WA	98411	
	8/19/1985	Roman Meal Company	License Agreement and Advertising Continuity Plan - Grand Junction		PO Box 11126	Tacoma	WA	98411	
397	1/1/1974	Roman Meal Company	License Agreement and Advertising Continuity Plan - Grand Rapids	Roman Meal Company	PO Box 11126	Tacoma	WA	98411	
11015	12/18/2002	Roman Meal Company	License Agreement and Advertising Continuity Plan - Henderson	Roman Meal Company	PO Box 11126	Tacoma	WA	98411	

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381	1/1/1974	Roman Meal Company	License Agreement and Advertising Continuity Plan - Kansas City	Roman Meal Company	PO Box 11126	Tacoma	WA	98411
399	1/1/1974	Roman Meal Company	License Agreement and Advertising Continuity Plan - Minot	Roman Meal Company	PO Box 11126	Tacoma	WA	98411
1015	9/26/1983	Roman Meal Company	License Agreement and Advertising Continuity Plan - Springfield		PO Box 11126	Tacoma	WA	98411
439	4/27/1989	Ronald S Cairra	Salesperson Owned Equipment Agreement	Ronald S Cairra	1804 Springs Inn Road	Clarksville	TN	37033
263	1/7/1985	Roosevelt Distributing	Distributor Agreement	Roosevelt Distributing	130 N Skyline Dr	Roosevelt	UT	84066
391	3/28/2003	SAP America Inc	SAP America Inc Software End User License Agreement	SAP America Inc	3999 West Chester Pike	Newton Square	PA	19073
6053	11/19/2002	SBC Services, Inc	License Agreement	SBC Services Inc	PO Box 6018	Youngstown	OH	44411
216	1/2/2004	Schraad & Associates	Broker Agreement	Schraad & Associates	PO Box 18495	Oklahoma City	OK	73144
16006	2/5/2001	Sea Breeze Distributing	Distributor Agreement	Sea Breeze Distributing	1211 Virginia Ave	Lynn Haven	FL	32444
835	5/19/2004	Service Warehouse Corporation	Services Agreement	Service Warehouse Corporation Wilson S Stober Goodin Abernathy & Miller LLP	8900 Keystone Crossing Ste 1100	Indianapolis	IN	46240
15012	6/1/1991	Shurfine Central Corporation	Shurfine Central Corporation Master Perishable Supplier License Agreement	Shurfine Central Corporation	2100 N Mannheim Rd	Northlake	IL	60164-5862
	Unknown	Silveria Distributors	Distributor Agreement	Silveria Distributors	13195 Tierra Oaks Dr	Redding	CA	96003
	12/15/2001	Spectra Marketing Systems Inc	Spectra Master License Agreement	Spectra Marketing Systems Inc	200 W Jackson Blvd Ste 2800	Chicago	IL	60606

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10090	9/8/2003	Speedway SuperAmerica	Electronic Data Interchange Invoice Agreement	Speedway SuperAmerica	500 Speedway Dr	Enon	OH	45323	
JP004	5/30/1980	Sun-Maid Growers of California	License Agreement--Sun-Maid Bread Products & English Muffins	Sun-Maid Growers of California	7273 Murray Drive Suite 18	Stockton	CA	95210	
6058	8/22/2004	Superior Sales Enterprises	Broker Agreement	Superior Sales Enterprises	219 Polo Dr	North Wales	PA	19454	
SK275	11/10/1999	Supervalu Inc.	Bakery Services Agreement, as Amended	Supervalu Inc.	11840 Valley View Road	Eden Prairie	MN	55344	
11020	8/1/2004	Svenhard's Swedish Bakery	Svenhard's Swedish Bakery Exclusive Distributorship Agreement	Svenhard's Swedish Bakery	335 Adeline Street	Oakland	CA	94617	
	2/1/1999	T.E.A. Distributors	Distributor Agreement	T.E.A. Distributors	421 York St	Gulf Breeze	FL	32561	
4116	5/1/2003	TALX Corporation	Employer Service Agreement	TALX Corporation William W Canfield	10101 Woodfield Lane	St Louis	MO	63112	
4020	11/27/2001	TaxAutomation Inc	Software License Agreement	TaxAutomation Inc	3020 N Military Trail Ste 275	Boca Raton	FL	33431	
	Various	The Cottonwood Group	All Contracts relating to administration of employee benefit plans for Interstate Brands Corporation and its affiliates	The Cottonwood Group	6900 College Blvd Suite 300	Overland Park	KS	66207	
5004	12/11/1976	The Life Insurance Company of Virginia	Request for Change of Group Annuity Policy	The Life Insurance Company of Virginia	PO Box 27601	Richmond	VA	23261	
629	11/00/2002	The NPD Group Inc	SnackTrack Subscription Agreement	The NPD Group Inc	900 W Shore Rd	Port Washington	NY	11050	
6030	1/9/2000	The Produce Connection	Broker Agreement	The Produce Connection Joel Robertson	6835 Shilo Rd, Ste C-13	Alpharetta	GA	30005	

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707	8/1/2000	The viaLink Company	Master Services Agreement	The viaLink Company J. Andrew Kerner	13155 Noel Rd Suite 800	Dallas	TX	75240
17073	6/12/1996	The WE Long Company	License Agreement	The Long Company Vice President - Purchasing	300 W Washington	Chicago	IL	60606
17004	1/1/1992	The WE Long Company - Independent Bakers Cooperative	License Agreement	WE Long Company - Independent Bakers Cooperative	300 W Washington St	Chicago	IL	60601
11048	10/18/2000	Travelers Casualty and Surety Company	General Contract of Indemnity	Travelers Casualty and Surety Company	One Tower Square	Hartford	CT	06183
247	10/6/2003	Tri County Distributors	Distributor Agreement	Tri County Distributors	3115 Beechwood	Grand Junction	CO	81506
11030	8/16/2004	United States Bakery	Supply Agreement	United States Bakery M Robert Albers	PO Box 14769	Portland	OR	97233
4026	3/29/2004	Vanguard National Alliance Inc	Vanguard National Alliance Customer Supply Agreement	Vanguard National Alliance Inc	85 Speen St Ste 201	Farmingham	MA	01751
702	12/5/2003	Velosant LP	Software License Agreement (Domestic)	Velosant LP	27 Congress St	Salem	MA	01970
6258	1/7/1985	Vernal Distributing Co.	Distributor Agreement	Vernal Distributing Co.	PO Box 125	Vernal	UT	84458
10089	8/19/2004	Wakefern Food Corporation	EDI Trading Agreement	Wakefern Food CorporationMike Blundi	600 York St	Elizabeth	NJ	07207
5128	10/1/1999	Wasatch Energy Corporation	Natural Gas Sales Agreement	Wasatch Energy Corporation	PO Box 699	Farrington	UT	84025
	Unknown	Wedemeyer	Distributor Agreement	Wedemeyer	314 Harbor Way	South San Francisco	CA	94080

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PDF NO.	START DATE	COUNTERPARTY	CONTRACT NAME	NOTICE PARTY	ADDRESS	CITY	STATE	ZIP CODE
IBC0343								
IBC0353	1/22/96	Western Family Foods, Inc.	License Agreement		P.O. Box 4057	Portland	OR	97208-1111
491	1/2/1995	William E Vlassis Jr	Distributor Agreement	William E Vlassis Jr	1591 Kingston Rd	Saginaw	MI	48609-1111
SMH006 543- 006549	7/17/2003		Broker Agreement	Barry T. Johnson, Advantage Sales & Marketing	5064 Franklin Drive	Pleasanton	CA	94588
SMH006 550- 006556	11/10/1999		Broker Agreement	Bill Bass, Advantage/Bass Sales & Marketing	5401 Cordova, #105	Anchorage	AK	99511-1271
SMH006 599- 006604	12/13/1999		Broker Agreement	Bob Mills, Advantage NW	9503 E. Montgomery	Spokane	WA	99208
SMH006 726- 006732	7/17/2003		Broker Agreement	Bob Mills, Advantage Safeway Team	4457 Willow Road, Suite 110	Pleasanton	CA	94588
SMH006 636- 006641	6/14/2001		Broker Agreement	Bob Wilkerson, ABCD Sales	1680 Hwy 161	Montgomery City	MO	63361
SMH006 818- 006823	12/13/1999		Broker Agreement	Carl Wells, Big Sky	511 13th Avenue	Great Falls	MT	59406
SMH006 587- 006592	12/13/1999		Broker Agreement	Dale Admire, Premier, Inc.	PO Box 1278	Bentonville	AR	72711-1278
SMH006 829- 006833	2/15/2001		Broker Agreement	Darrle Reese, Reese Brokerage Co.	2820 Brainsford Avenue	Nashville	TN	37206
SMH006 557- 006562	12/13/1999		Broker Agreement	Dean Hampton, Advantage Crown South	18851 Bardeen Avenue	Irvine	CA	92612
SMH006 623- 006628	12/13/1999		Broker Agreement	Dean Thomas, J. Dall Thomas	1235 Sams Avenue	Harahan	LA	70123
SMH000 6794- 006799	12/13/1999		Broker Agreement	Don Sommer, Sommer, Leeper & DeRose	2056 Central Avenue	Albany	NY	12205
SMH006 806- 006811	12/13/1999		Broker Agreement	Doug Geske, Advantage Sales	PO Box 483	Brookfield	WI	53008-0483
SMH006 673- 006678	12/13/1999		Broker Agreement	Doug Tinney, Merkert American	2147 Riverchase Office Park	Birmingham	AL	35244



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SMH006 642- 006647	12/13/1999		Broker Agreement	Ed Royal, Reese Brokerage Co.	1394 John Ridge Drive	Collierville	TN	38017
SMH006 509- 006510	3/1/2002		Broker Agreement	Finnegan International Sales	PO Box 460, 34985 Persimmon Avenue	Yucaipa	CA	92399
SMH006 511- 006516	4/6/2000		Broker Agreement	Gene Bayless, Bayless & Associates	12015 Manchaca Road	Austin	TX	78748
SMH006 691- 006697	3/3/2004		Broker Agreement	Harold Sargent, Alliance Sales & Marketing	1120 W. Butler Road, Suite M	Greenville	SC	29600
SMH006 679- 006684	12/13/1999		Broker Agreement	Jack Wynn, Advantage NW	PO Box 23139	Portland	OR	97222
SMH006 605- 006610	7/24/2002		Broker Agreement	John Massa, Advantage Sales & Marketing	10300 Alliance Road, Suite 400	Cincinnati	OH	45242
SMH006 611- 006616	7/24/2002		Broker Agreement	John Massa, Advantage Sales & Marketing	10300 Alliance Road, Suite 400	Cincinnati	OH	45242
SMH006 648- 00653	4/9/2001		Broker Agreement	Karl Rivers, Advantage Sales & Marketing	3223 South Loop 289, Suite 450	Lubbock	TX	79424
SMH006 705- 006710	12/13/1999		Broker Agreement	Ken Atkinson, Douglas Sales Company	140-N West Ethel Road	Pscataway	NY	08859
SMH006 760- 006766	5/22/2003		Broker Agreement	Lidia Cross, Cross International Sales & Marketing	22332 N. 82nd Lane	Peoria	AZ	85383
SMH006 661- 006666	6/12/2001		Broker Agreement	Louis Bart, Profit Planners	2000 N. Loop West #210	Houston	TX	77018
SMH006 733- 006739	3/28/2003		Broker Agreement	Lynn Pagliei, Superior Sales Enterprises	219 Polo Drive	North Wales	PA	19454
SMH006 617- 006622	8/21/2000		Broker Agreement	Paul Bell, Bell Sales & Marketing	765 Fawnelm Road	Severn	MD	21144
SMH006 537- 006542	2/20/2001		Broker Agreement	Paul King, The Pickrell Kraig/Greenson Co.	PO Box 1069	Louisville	KY	40201
SMH006 800- 006805	12/13/1999		Broker Agreement	Ralph Powell, R.P. Associates	1105 Lincoln Highway	North Versailles	PA	15137

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SMH006 563- 006567	8/24/2000		Broker Agreement	Rex Collins, Advantage West	245 E. Watkins St.	Phoenix	AZ	85004
SMH006 848- 006853	5/6/2002		Broker Agreement	Richard Avery, Advantage Sales & Marketing	12005 Ford Road, Suite 190	Dallas	TX	75234
SMH006 522- 006528	12/2/1999		Broker Agreement	Richard Ellingson, D/P Universals, Inc. South	3948 Sunbeam Road, Suite 7	Jacksonville	FL	32257
SMH006 517- 006521	4/6/2000		Broker Agreement	Richard Ellingson, D/P Universals, Inc. South	3948 Sunbeam Road, Suite 7	Jacksonville	FL	32257
SMH006 788- 006793	12/13/1999		Broker Agreement	Richard Radisili, Leeper & DeRose	6806 New Brook Avenue	East Syracuse	NY	13055
SMH006 667- 006672	6/6/2001		Broker Agreement	Robert Monroe, Monroe & Associates	1870 Bitters Road	San Antonio	TX	78244
SMH006 812- 006817	12/13/1999		Broker Agreement	Roger Schumacher, MSM Solutions	5453 Feltl Road	Minnetonka	MN	55343
SMH006 685- 006690	6/12/2001		Broker Agreement	Rudy Dye, Schraade & Associates	PO Box 18495	Oklahoma City	OK	73157
SMH006 568- 006573	12/13/1999		Broker Agreement	Russ Toms, Advantage Sales	48 West Seegers Road	Arlington Heights	IL	60004
SMH006 574- 006579	12/13/1999		Broker Agreement	Tom Koch, Koch & Associates	505 Freyer Drive NE	Marietta	GA	30066
SMH006 754- 006759	12/13/1999		Broker Agreement	Vernon Tom, L.H. Gamble	3615 Harding Avenue	Honolulu	HI	96816
SMH006 593- 006598	12/13/1999		Broker Agreement	Walt Gallagher, Advantage Sales	231 West 800 South	Salt Lake City	UT	84101
	05/24/1978	Lee & Associates	Agreement	Leo Pearlstein	145 S Fairfax Avenue, Suite 301	Los Angeles	CA	90036
	11/14/2003	ITT Industries, Inc	Settlement Agreement And Mutual Release	Legal Department	1133 Westchester Avenue	White Plains	NY	10604
	11/14/2003	Home Depot U.S.A., Inc	Settlement Agreement And Mutual Release	Legal Department	2455 Paces Ferry Road NW	Atlanta	GA	30339